

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

125



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
July 29, 2010

**SUBJECT:** RDA Resolution No. 2010-028, Adoption of the Relocation Plan for the Hernandez Mobile Home Park Project & RDA Resolution No. 2010-032, Authorization to Purchase Real Property in Thermal- 4th District

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

1. Adopt RDA Resolution No. 2010-028, Adoption of the Relocation Plan for the Hernandez Mobile Home Park Project located at 88100 57<sup>th</sup> Avenue, Thermal;
2. Adopt RDA Resolution No. 2010-032, Authorization to Purchase Real Property, Assessor's Parcel Number 757-110-023;
3. Allocate the sum of \$425,000, for the purchase of the real property, relocation assistance, and miscellaneous costs;
4. Approve and Authorize the Chairman of the Board of Directors to execute the attached Acquisition Agreement between the Redevelopment Agency for the County of Riverside and Ramon Hernandez & Antonia Hernandez;

(Continued)

*Robert Field*

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 425,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No**

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

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

**APPROVE**

BY: *Serena Chow*  
Serena Chow

**County Executive Office Signature**

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Stone, seconded by Supervisor Ashley 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: RDA, Auditor

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

**Prev. Agn. Ref.:** N/A

**District:** 4

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

4.7

FISCAL PROCEDURES APPROVED  
 ROBERT F. BYRD, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 7/29/10  
 SAMUEL WONG  
 Departmental Counsel  
 DATE: 7/28/10  
 MICHELLE CLACK  
 FORM APPROVED COUNTY COUNSEL

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

**RECOMMENDED MOTION:** (Continued)

5. Authorize the Chairman of the Board of Directors to execute all documents related to this transaction;
6. Authorize and direct the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and
7. Authorize the Executive Director of the Redevelopment Agency, or designee, to take all necessary steps including executing associated documents in order to complete this purchase.

**BACKGROUND:**

Prior to Agency pursuing the acquisition of the Hernandez Mobile Home Park, Overland, Pacific, & Cutler ("Relocation Consultant") was asked to prepare a relocation plan to Assist Agency in its decision to acquire the property. The Relocation Consultant met with Project residents individually, including Project owner to address potential relocation prior to preparing the relocation plan.

The proposed transaction will provide for the acquisition of approximately 1.95 acres of real property at fair market value, located in Thermal. There are approximately nine mobile homes located at 88100 57<sup>th</sup> Avenue in Thermal, CA an unincorporated area of Riverside County ("Project,") The Project has provided affordable housing to low and very low income households for approximately ten years; however, the existing septic system is demonstrating signs of deterioration. The Project currently contains mobile homes that range from seven to twenty years of age. The mobile homes are occupied by very low income households that will own the mobile homes within the next three years.

The Project is currently in distress due to the deteriorating septic system that will require rehabilitation. In order to continue current operation of Project, the park owner will be relocated with the assistance of the Relocation Consultant. Other residents may be relocated, depending on the design of the new septic system.

The Agency will provide relocation benefits and assistance to all qualified tenants of the park as required under the California Relocation Assistance Act of 1970. The negotiated price is consistent with current property values in the Thermal area based on an independent fee appraisal report and considering the public purposes will be achieved by improving the health and safety of the community.

In accordance with California Relocation Assistant Act, proper posting has been completed.

Notice of publication to satisfy California Government Code Section 6063 has been completed on July 7, 14, and 21, 2010.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary for the acquisition and relocation of Assessor's Parcel Number 757-110-023:

Acquisition:	\$235,000
Relocation Consultant:	\$45,000
Estimated Relocation Benefits:	\$140,000
Miscellaneous transaction expenses:	\$5,000
Total	\$425,000

1 BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

2 **RDA RESOLUTION NO. 2010-028**  
3 **ADOPTION OF RELOCATION PLAN**  
4 **FOR THE HERNANDEZ MOBILE HOME PARK PROJECT**

5 **(Fourth Supervisorial District)**

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

11 **WHEREAS**, On July 20, 1996, the Riverside County Board of Supervisors  
12 adopted Ordinance Nos. 762 and 763 approving the Redevelopment Plan, hereinafter  
13 the "Plan," for the Desert Communities Project Area, hereinafter the "Project Area,"  
14 which amended and merged several smaller project areas adopted 1986, 1987, 1988,  
15 and 1989; and

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

19 **WHEREAS**, On August 10, 2010, the Board of Directors adopted RDA  
20 Resolution No. 2010-032, authorizing the purchase of APN 757-110-023, hereinafter the  
21 "Property," located in the unincorporated community of Thermal in Riverside County, in  
22 order to repair the deteriorating septic system, hereinafter the "Proposed Project," which  
23 would benefit the area.

24 **WHEREAS**, the Proposed Project may displace up to three (3) households, who  
25 may relocate into decent, safe and sanitary replacement dwellings; and

26 **WHEREAS**, pursuant to section 6038 of the California Code of Regulations, Title  
27 25, Division 1, Chapter 6, Subchapter 1, Article 2, Overland, Pacific, & Cutler, Inc., has  
28 prepared a Relocation Plan to more specifically address potential displacements as a  
result of the Proposed Project; and

FORM APPROVED COUNTY COUNSEL  
BY: MICHELLE CLACK DATE 7/28/10

1           **WHEREAS**, pursuant to Section 33413.5 of the Health and Safety Code,  
2 Overland, Pacific, & Cutler under the direction of the Agency, prepared a relocation plan  
3 which will outline the benefits to be provided to the displaces, if any, including  
4 assistance, rights, and benefits required under California's Relocation Assistance Law  
5 and the Relocation Guidelines. The relocation plan will detail both the advisory and  
6 financial assistance. Every effort will be made to facilitate arrangements and minimize  
7 hardships for the displacees; and

8           **WHEREAS**, it has been determined that there are sufficient replacement sites  
9 available to relocate any displaced households; and

10           **WHEREAS**, the Agency is prepared to take the necessary actions to successfully  
11 relocate displacees.

12           **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors of  
13 the Redevelopment Agency for the County of Riverside, State of California, in regular  
14 session assembled on August 10, 2010 as follows:

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

17           2. That in compliance with Section 6012 of the California Code of  
18 Regulations, Title 25, Division 1, Chapter 6, Subchapter 1, Article 1; and in accordance  
19 with the provisions of Sections 33411 and 33411.1 of the California Health and Safety  
20 Code, and the California Relocation Assistance Law, Section 7260 et.seq. of the  
21 California Government Code, the Board of Directors approves and adopts the  
22 Relocation Plan for the Hernandez Mobile Home Park Project.

23           3. Pursuant to California's Relocation Assistance Law proper public posting has  
24 been completed.

25           **ROLL CALL:**

26           **Ayes:**           Buster, Tavaglione, Stone, Benoit, and Ashley  
27           **Nays:**           None  
28           **Absent:**       None

The foregoing is certified to be a true copy of a  
resolution duly adopted by said Board of Super-  
visors on the date therein set forth.  
KECIA HARPER-JHEM Clerk of said Board  
By \_\_\_\_\_ Deputy

1 BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

2 RDA RESOLUTION NO. 2010-032  
3 AUTHORIZATION TO PURCHASE REAL  
4 PROPERTY IN THERMAL APN 757-110-023  
5 HERNANDEZ MOBILE HOME PARK PROJECT  
(Fourth Supervisorial District)

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

11 **WHEREAS**, on July 9, 1996, the Riverside County Board of Supervisors adopted  
12 Ordinance Nos. 762 and 763 approving the Redevelopment Plan (the "Plan"), for the  
13 Desert Communities Project Area ("Project Area"), which amended and merged several  
14 smaller project areas adopted 1986, 1987, 1988, and 1989; and


15 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the  
16 Agency began receiving tax increment from the Project Area in January 1989, 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 agreed on a \$235,000 purchase price, based on an  
22 independent fee appraisal report, for Assessor's Parcel Number 757-110-023 (the  
23 "Property"), more particularly described in Exhibit "A" attached hereto and made a part  
24 hereof; and

25 **WHEREAS**, the Property is approximately 1.95 acres of occupied land, therefore,  
26 relocation assistance of some households will be required; and

27 **WHEREAS**, the Property is located in unincorporated community of Thermal of  
28 the Project Area; and

FORM APPROVER COUNTY COUNSEL  
BY:  DATE: 7/28/10  
MICHELLE CLACK

1           **WHEREAS**, the Agency is allocating an additional amount of \$45,000 for a  
2 relocation consultant; \$140,000 for relocation benefits; and \$5,000 to cover  
3 miscellaneous transaction expenses; and

4           **WHEREAS**, the purchase of this Property will assist the Agency in implementing  
5 the Plan and in eliminating economic blighting conditions within the Project Area; and

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

8           **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors of  
9 the Redevelopment Agency for the County of Riverside, State of California, in regular  
10 session assembled on August 10, 2010, as follows:

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

13           2.       That the Redevelopment Agency for the County of Riverside is authorized  
14 to purchase Property in the Desert Communities Project Area at a collective purchase  
15 price of \$235,000.

16           3.       That the Agency is allocating an additional amount of \$45,000 for a  
17 relocation consultant; \$140,000 in relocation benefits; and \$5,000 to cover  
18 miscellaneous transaction expenses, and remaining funds not used will be refunded  
19 back to the Desert Communities Project Area Low and Moderate Income Housing  
20 funds.

21           4.       That the Chairman of the Board of Directors or designee is hereby  
22 authorized to execute the Acquisition Agreement, including any and all documents  
23 related to the purchase of real property.

24           5.       That the Executive Director of the Redevelopment Agency or designee is  
25 hereby authorized to execute subsequent and relevant documents necessary to  
26 complete this transaction.

27           **ROLL CALL:**

28           **Ayes:**        Buster, Tavaglione, Stone, Benoit, and Ashley  
             **Nays:**        None  
             **Absent:**     None

The foregoing is certified to be a true copy of a  
resolution duly adopted by said Board of Super-  
visors on the date therein set forth.

KECIA HARPER-IHEM Clerk of said Board

By \_\_\_\_\_ Deputy

08.10.10 4.7

HC:jg 27  
7/12/10  
13.512 28

# EXHIBIT "A"

That portion of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 23, Township 6 South, Range 8 East, San Bernardino Base and Meridian, according to United States Government Survey thereof;

Excepting therefrom the West 30 feet and the South 20 feet for public highway;

Also excepting therefrom that portion described as follows:

Commencing at the West Quarter corner of said Section 23 marked by a 2" Iron Pipe Under A 2" X 2" Hub Tagged RCE 14614 as shown by Parcel Map No. 17611 on file in Book 110 page(s) 42 of Parcel Maps, Records of Riverside County, California, said quarter corner bears North 89° 43' 55" West, 2691.48 feet from a railroad spike accepted as the center quarter corner of said Section 23 as shown on property retracement survey filed September 6, 1989 as Instrument No. 305554 in Book 9 page 99 through 107 of State Highway Maps of Official Records of Riverside County, California;

Thence South 89° 43' 55" East along the South line of said Northwest Quarter, 414.18 feet;

Thence leaving said South line North 32° 23' 05" West, 23.75 feet to a point on the North line of Avenue 57 and being the True Point of Beginning;

Thence (1) continuing North 32° 23' 05" West, 681.25 feet to the East line of Fillmore Street;

Thence (2) North 00° 38' 04" East, along said East line, 58.13 feet to the North line of said Southwest Quarter of the Southwest of the Northwest Quarter;

Thence (3) South 89° 49' 35" East, along said North line 294.63 feet to a line parallel with and distant 280.00 feet Northeasterly, measured at right angles from course (1);

Thence (4) leaving said North line South 32° 23' 05" East along said parallel line, 290.54 feet;

Thence (5) along a tangent curve to the left having a radius of 820 feet, through a central angle of 19° 35' 31", an arc length of 280.39 feet to the East line of said Southwest Quarter of the Southwest Quarter of the Northwest Quarter;

Thence (6) South 00° 33' 17" West along said East line, 181.69 feet to the North line of said Avenue 57;

Thence (7) North 89° 43' 55" West, along said North line, 271.61 feet to the True Point of Beginning;

Also excepting therefrom that portion described as follows:

Commencing at the West Quarter corner of said Section 23 marked by a 2" iron pipe under a 2" X 2" hub tagged RCE 14614 as shown by Parcel Map No. 17611 on file in Book 110 page(s) 42 of Parcel maps, Records of Riverside County, California, said quarter corner bears North 89° 43' 55" West, 2691.48 feet from a railroad spike accepted as the center quarter corner of said Section 23 as shown on property retracement survey filed September 6, 1989 as Instrument No. 305554 in Book 9 page 99 through 107 of State Highway Maps of Official Records of Riverside County, California;

Thence South 89° 43' 55" East, along the South line of said Northwest Quarter, 414.18 feet;

Thence leaving said South line North 32° 23' 05" West, 23.75 feet to a point on the North line of Avenue 157 and bearing the True Point of Beginning;

Thence (1) continuing North 32° 23' 05" West, 681.25 feet to the East line of Fillmore street;

Thence (2) South 00° 38' 04" West, along said line, 573.60 feet to the North line of said Avenue 57;

Thence (3) South 89° 43' 55" East, along said North line, 371.23 feet to the True Point of Beginning.

Project: Hernandez Mobile Home Park  
APN: 757-110-023  
Situs Address: 88100 57<sup>th</sup> Ave, Thermal, CA

## ACQUISITION AGREEMENT

This AGREEMENT, herein called the "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency," and RAMON & ANTONIA HERNANDEZ, herein called "Grantor."

Grantor has executed and will deliver to Hector Casillas, Development Specialist I for the Agency or to the designated escrow company, a Grant Deed dated June 24, 2010, identifying APN 757-110-023, 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 Two Hundred Thirty Five Thousand Dollars (\$235,000) 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 the 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 the Agency, whichever first occurs.

C. Pay buyers typical escrow, recording, reconveyance, and/or any other fees incurred in this transaction, and if title insurance is desired by Agency, the premium



1 charged therefore.

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

4 2. Grantor shall:

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

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

27 C. Agrees to provide signed estoppels statements showing tenant  
28 occupancy prior to close of escrow.

1           3.     Any and all moneys payable under this contract, up to and including the total  
2 amount of unpaid principal and interest on the note secured by Deed of Trust recorded July  
3 7, 2000 as Instrument No. 2000-263531, Deed of Trust recorded August 15, 2000 as  
4 Instrument No. 2000-318480, and Deed of Trust recorded February 2, 2001 as Instrument  
5 No. 2001-45527 Official Records of Riverside County, Agency shall, upon demand, be  
6 made payable to the beneficiary entitled there under; said beneficiary to  
7 provide a reconveyance as to APN 757-110-023, and to furnish Grantor with good and  
8 sufficient receipt showing said moneys credited against the indebtedness secured by said  
9 Deed of Trust.

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

12           4.     Any and all moneys payable under this contract, up to and including the total  
13 amount of unpaid principal and interest on the note secured by Deed of Trust recorded  
14 August 15, 2000 as Instrument No. 2000-318480 Official Records of Riverside County,  
15 Agency shall, upon demand, be made payable to the beneficiary entitled there under; said  
16 beneficiary to provide a reconveyance as to APN 757-110-023, and to furnish Grantor with  
17 good and sufficient receipt showing said moneys credited against the indebtedness  
18 secured by said 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           5.     Any and all moneys payable under this contract, up to and including the total  
22 amount of unpaid principal and interest on the note secured by Deed of Trust recorded  
23 February 2, 2001 as Instrument No. 2001-45527 Official Records of Riverside County,  
24 Agency shall, upon demand, be made payable to the beneficiary entitled there under; said  
25 beneficiary to provide a reconveyance as to APN 757-110-023, and to furnish Grantor with  
26 good and sufficient receipt showing said moneys credited against the indebtedness  
27 secured by said Deed of Trust.

28           Grantor hereby authorizes and directs the disbursement of funds which are

1 demanded under the terms of said Deed of Trust.

2         6.       The close of escrow is subject to an acceptable Phase 1 Environmental Site  
3 Assessment Report. Said report shall be sole responsibility of Agency.

4         7.       It is mutually understood and agreed by and between the parties hereto that  
5 the right of possession and use of the subject property by Agency, including the  
6 right to remove and dispose of improvements, shall commence upon the close of escrow.  
7 The amount shown in Paragraph 1A includes, but is not limited to, full payment for such  
8 possession and use.

9         8.       Agency and Grantor acknowledge that Grantor occupies a mobile home  
10 located within the Mobile Home Park and relocation compensation and services will be  
11 provided after close of escrow.

12        9.       Grantor recognizes and understands that the consideration hereunder  
13 originates from local State and/or Federal sources, and therefore Agency shall have the  
14 right to terminate this transaction if:

15             A.       Such funding is reduced or otherwise becomes unavailable, based on  
16 Agency's annual fiscal budget.

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

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

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

27        11.       The performance by the Agency of its obligations under this agreement shall  
28 relieve the Agency of any and all further obligations or claims on account of the acquisition

1 of the property referred to herein or on account of the location, grade, or construction of the  
2 proposed public improvement.

3 12. This agreement shall not be changed, modified, or amended except upon the  
4 written consent of the parties hereto.

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

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

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1 15. Grantor, their assigns and successors in interest, shall be bound by all the terms  
2 and conditions contained in this agreement, and all the parties thereto shall be jointly and  
3 severally liable there under.

4 Dated: 08/21/2010

Ramon Hernandez  
Ramon Hernandez

6 Dated: 08/21/2010

Antonia Hernandez  
Antonia Hernandez

8 REDEVELOPMENT AGENCY FOR THE  
9 COUNTY OF RIVERSIDE

10 By: Marion Ashley  
11 Marion Ashley, Chairman  
12 Board of Directors

13 RECOMMENDED FOR APPROVAL:

14 By: Hector Casillas  
15 Hector Casillas  
16 Development Specialist I

17 APPROVED AS TO FORM:  
18 Agency Counsel

19 By: Michelle Clack 8/24/10  
20 Deputy **Michelle Clack**

21 ATTEST:  
22 KECIA HARPER-IHEM  
23 Clerk of the Board

24 By: Kecia Harper-Ihem  
25 Deputy

# EXHIBIT "A"

That portion of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 23, Township 6 South, Range 8 East, San Bernardino Base and Meridian, according to United States Government Survey thereof;

Excepting therefrom the West 30 feet and the South 20 feet for public highway;

Also excepting therefrom that portion described as follows:

Commencing at the West Quarter corner of said Section 23 marked by a 2" Iron Pipe Under A 2" X 2" Hub Tagged RCE 14614 as shown by Parcel Map No. 17611 on file in Book 110 page(s) 42 of Parcel Maps, Records of Riverside County, California, said quarter corner bears North 89° 43' 55" West, 2691.48 feet from a railroad spike accepted as the center quarter corner of said Section 23 as shown on property retracement survey filed September 6, 1989 as Instrument No. 305554 in Book 9 page 99 through 107 of State Highway Maps of Official Records of Riverside County, California;

Thence South 89° 43' 55" East along the South line of said Northwest Quarter, 414.18 feet;

Thence leaving said South line North 32° 23' 05" West, 23.75 feet to a point on the North line of Avenue 57 and being the True Point of Beginning;

Thence (1) continuing North 32° 23' 05" West, 681.25 feet to the East line of Fillmore Street;

Thence (2) North 00° 38' 04" East, along said East line, 58.13 feet to the North line of said Southwest Quarter of the Southwest of the Northwest Quarter;

Thence (3) South 89° 49' 35" East, along said North line 294.63 feet to a line parallel with and distant 280.00 feet Northeasterly, measured at right angles from course (1);

Thence (4) leaving said North line South 32° 23' 05" East along said parallel line, 290.54 feet;

Thence (5) along a tangent curve to the left having a radius of 820 feet, through a central angle of 19° 35' 31", an arc length of 280.39 feet to the East line of said Southwest Quarter of the Southwest Quarter of the Northwest Quarter;

Thence (6) South 00° 33' 17" West along said East line, 181.69 feet to the North line of said Avenue 57;

Thence (7) North 89° 43' 55" West, along said North line, 271.61 feet to the True Point of Beginning;

Also excepting therefrom that portion described as follows:

Commencing at the West Quarter corner of said Section 23 marked by a 2" iron pipe under a 2" X 2" hub tagged RCE 14614 as shown by Parcel Map No. 17611 on file in Book 110 page(s) 42 of Parcel maps, Records of Riverside County, California, said quarter corner bears North 89° 43' 55" West, 2691.48 feet from a railroad spike accepted as the center quarter corner of said Section 23 as shown on property retracement survey filed September 6, 1989 as Instrument No. 305554 in Book 9 page 99 through 107 of State Highway Maps of Official Records of Riverside County, California;

Thence South 89° 43' 55" East, along the South line of said Northwest Quarter, 414.18 feet;

Thence leaving said South line North 32° 23' 05" West, 23.75 feet to a point on the North line of Avenue 157 and bearing the True Point of Beginning;

Thence (1) continuing North 32° 23' 05" West, 681.25 feet to the East line of Fillmore street;

Thence (2) South 00° 38' 04" West, along said line, 573.60 feet to the North line of said Avenue 57;

Thence (3) South 89° 43' 55" East, along said North line, 371.23 feet to the True Point of Beginning.

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

DOC # 2010-0475060

10/05/2010 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  
Redevelopment Agency/County of  
Riverside, and is entitled to be  
recorded without fee.  
(Govt. Code 6103)

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Project: Hernandez Mobile Home Park  
APN: 757-110-023

# GRANT DEED



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

**RAMON HERNANDEZ AND ANTONIA HERNANDEZ,  
HUSBAND AND WIFE AS JOINT TENANTS**

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

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

Dated: 06/24/2010

Ramon Hernandez  
Ramon Hernandez

Dated: 06/24/2010

Antonia Hernandez  
Antonia Hernandez

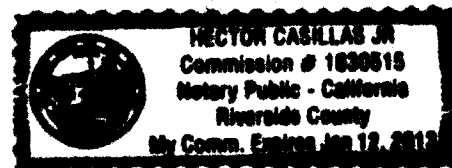
(State of California)  
County of Riverside

On June 24, 2010 before me, Hector Casillas Jr Notary Public, personally appeared Ramon Hernandez and Antonia Hernandez, 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 Hector Casillas Jr (Seal)



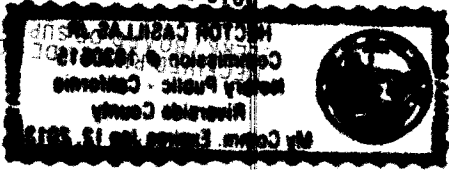
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8-10-2010 4.7

00:30 PM 27 OCT 2010

ALTA VISORS





# EXHIBIT "A"

That portion of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 23, Township 6 South, Range 8 East, San Bernardino Base and Meridian, according to United States Government Survey thereof;

Excepting therefrom the West 30 feet and the South 20 feet for public highway;

Also excepting therefrom that portion described as follows:

Commencing at the West Quarter corner of said Section 23 marked by a 2" Iron Pipe Under A 2" X 2" Hub Tagged RCE 14614 as shown by Parcel Map No. 17611 on file in Book 110 page(s) 42 of Parcel Maps, Records of Riverside County, California, said quarter corner bears North 89° 43' 55" West, 2691.48 feet from a railroad spike accepted as the center quarter corner of said Section 23 as shown on property retracement survey filed September 6, 1989 as Instrument No. 305554 in Book 9 page 99 through 107 of State Highway Maps of Official Records of Riverside County, California;

Thence South 89° 43' 55" East along the South line of said Northwest Quarter, 414.18 feet;

Thence leaving said South line North 32° 23' 05" West, 23.75 feet to a point on the North line of Avenue 57 and being the True Point of Beginning;

Thence (1) continuing North 32° 23' 05" West, 681.25 feet to the East line of Fillmore Street;

Thence (2) North 00° 38' 04" East, along said East line, 58.13 feet to the North line of said Southwest Quarter of the Southwest of the Northwest Quarter;

Thence (3) South 89° 49' 35" East, along said North line 294.63 feet to a line parallel with and distant 280.00 feet Northeasterly, measured at right angles from course (1);

Thence (4) leaving said North line South 32° 23' 05" East along said parallel line, 290.54 feet;

Thence (5) along a tangent curve to the left having a radius of 820 feet, through a central angle of 19° 35' 31", an arc length of 280.39 feet to the East line of said Southwest Quarter of the Southwest Quarter of the Northwest Quarter;

Thence (6) South 00° 33' 17" West along said East line, 181.69 feet to the North line of said Avenue 57;

Thence (7) North 89° 43' 55" West, along said North line, 271.61 feet to the True Point of Beginning;

Also excepting therefrom that portion described as follows:

Commencing at the West Quarter corner of said Section 23 marked by a 2" iron pipe under a 2" X 2" hub tagged RCE 14614 as shown by Parcel Map No. 17611 on file in Book 110 page(s) 42 of Parcel maps, Records of Riverside County, California, said quarter corner bears North 89° 43' 55" West, 2691.48 feet from a railroad spike accepted as the center quarter corner of said Section 23 as shown on property retracement survey filed September 6, 1989 as Instrument No. 305554 in Book 9 page 99 through 107 of State Highway Maps of Official Records of Riverside County, California;

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Thence (2) South 00° 38' 04" West, along said line, 573.60 feet to the North line of said Avenue 57;

Thence (3) South 89° 43' 55" East, along said North line, 371.23 feet to the True Point of Beginning.

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: 9-14-10

By:   
Robert Field, Executive Director



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

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

[www.riversideacr.com](http://www.riversideacr.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: Hector Casillas Jr

Commission #: 1830515

Place of Execution: Riverside County

Date Commission Expires: 01/12/2013

Date: 6/29/10

Signature: *Hector Casillas Jr*

Print Name: Hector Casillas Jr

OVERLAND  
PACIFIC &  
CUTLER, INC.

*Hernandez Mobile  
Home Park Project*  
DRAFT RELOCATION PLAN

Prepared for:  
Redevelopment Agency for the County of Riverside

By:  
Overland, Pacific & Cutler, Inc.  
41555 Cook St., Suite 250  
Palm Desert, California 92260  
(760) 776-1238

May 15, 2010

# TABLE OF CONTENTS

<b>INTRODUCTION</b> .....	<b>1</b>
<b>I. PROJECT DESCRIPTION</b> .....	<b>2</b>
<b>A. Regional Location</b> .....	<b>2</b>
<b>B. Project Site Location and Description</b> .....	<b>3</b>
<b>C. General Demographic and Housing Characteristics</b> .....	<b>5</b>
<b>II. ASSESSMENT OF RELOCATION NEEDS</b> .....	<b>6</b>
<b>A. Survey Method</b> .....	<b>6</b>
<b>B. Field Survey Data</b> .....	<b>6</b>
1. <i>Housing Mix</i> .....	<b>6</b>
2. <i>Project Area Rents</i> .....	<b>6</b>
3. <i>Occupancy / Overcrowding</i> .....	<b>7</b>
4. <i>Replacement Housing Needs</i> .....	<b>7</b>
5. <i>Income</i> .....	<b>7</b>
6. <i>Ethnicity / Language</i> .....	<b>8</b>
7. <i>Senior/Handicapped Households</i> .....	<b>8</b>
8. <i>Preferred Relocation Areas</i> .....	<b>8</b>
9. <i>Profile of Potentially Displaced Residents</i> .....	<b>8</b>
<b>III. RELOCATION RESOURCES</b> .....	<b>9</b>
<b>A. Methodology</b> .....	<b>9</b>
<b>B. Replacement Housing Availability</b> .....	<b>9</b>
1. <i>Mobile Homes for Sale</i> .....	<b>9</b>
2. <i>Concurrent Residential Displacement</i> .....	<b>9</b>
<b>IV. THE RELOCATION PROGRAM</b> .....	<b>10</b>
<b>A. Advisory Assistance</b> .....	<b>10</b>
<b>B. Relocation Benefits</b> .....	<b>12</b>
1. <i>Residential Moving Expense Payments</i> .....	<b>12</b>
2. <i>Rental Assistance to Tenants Who Chose to Rent</i> .....	<b>13</b>
3. <i>Downpayment Assistance to Tenants Who Chose to Purchase</i> .....	<b>14</b>
4. <i>Payments to Mobile Home Owners</i> .....	<b>14</b>
<b>C. Determination of Comparable Housing</b> .....	<b>15</b>
<b>D. Last Resort Housing</b> .....	<b>15</b>
<b>E. General information regarding the payment of Benefits</b> .....	<b>16</b>
<b>F. Relocation Tax Consequences</b> .....	<b>17</b>
<b>V. ADMINISTRATIVE PROVISIONS</b> .....	<b>18</b>
<b>A. Notices</b> .....	<b>18</b>
<b>B. Grievance Procedures</b> .....	<b>19</b>
<b>C. Eviction Policy</b> .....	<b>19</b>
<b>D. Citizen Participation</b> .....	<b>19</b>
<b>E. Projected Dates of Displacement</b> .....	<b>20</b>

**F. Estimated relocation costs .....20**

## **LIST OF TABLES**

TABLE 1: 2000 Census Population – County of Riverside & Impacted Tract..... 5  
TABLE 2: 2000 Census Housing Units – County of Riverside & Impacted Tract ..... 5  
TABLE 3: Housing – Dwelling Bedroom Sizes..... 6  
TABLE 4: Current Household Size Occupancies ..... 7  
TABLE 5: Replacement Housing Needs ..... 7  
TABLE 6: Income Levels of Tenant Households ..... 8  
TABLE 7: Availability and Cost of Replacement Rental Housing ..... 9  
TABLE 8: Schedule of Fixed Moving Payments ..... 13  
TABLE 9: Computation of Rental Assistance Payments ..... 14

## **LIST OF EXHIBITS**

EXHIBIT A: Residential Interview Form  
EXHIBIT B: Notice of Non-Displacement  
EXHIBIT C: HUD Income Levels – Riverside County  
EXHIBIT D: Residential Informational Brochure  
EXHIBIT E: Public Comments and Response

## **INTRODUCTION**

The Redevelopment Agency for the County of Riverside (“Agency”) has authorized the preparation of a relocation plan to be undertaken in connection with the commencement of their proposed Hernandez Mobile Home Park Project (“Project”).

There are nine mobile homes located on the Project site. The Project has provided affordable housing to low and very low income households for approximately 10 years; however, the existing septic system is demonstrating signs of deterioration. The Project currently contains mobile homes that range from seven to 20 years of age. The mobile homes are occupied by very low income households that will own their mobile homes within the next three years.

The needs and characteristics of the potential permanent and temporary displacee population, available relocation resources and the Agency’s program to provide assistance to each affected person are general subjects of this Relocation Plan (“Plan”).

Funding for the Project comes from Redevelopment Agency funds. Overland, Pacific & Cutler, Inc. (“OPC”), an experienced relocation and acquisition firm, has been selected to prepare this Relocation Plan and provide all subsequent required relocation assistance. In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and replacement requirements of potential Project displacees and, further, has been prepared in accordance with the provisions of the California Health and Safety Code, Sections 33411 and 33411.1; the California Relocation Assistance Law, California Government Code, Section 7260 et seq.; and the California Code of Regulations, Title 25, Chapter 6 (“Guidelines”).

This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available, comparable, replacement housing units for the residential occupants within surrounding Project communities (**SECTION III**);
4. Description of the Agency’s relocation program (**SECTION IV**);
5. Description of the Agency’s outreach efforts, Project timeline and Project budget (**SECTION V**).





**B. Project Site Location and Description**

The Project site is located on the east side of 57<sup>th</sup> Avenue, approximately ¼ mile south of Airport Boulevard in an unincorporated area of Riverside County known as Thermal. The address is 88100 57<sup>th</sup> Avenue (See Figure 2: Project Site Location). The Project site consists of one improved parcel with nine mobile homes, most owned and occupied by individual owners.

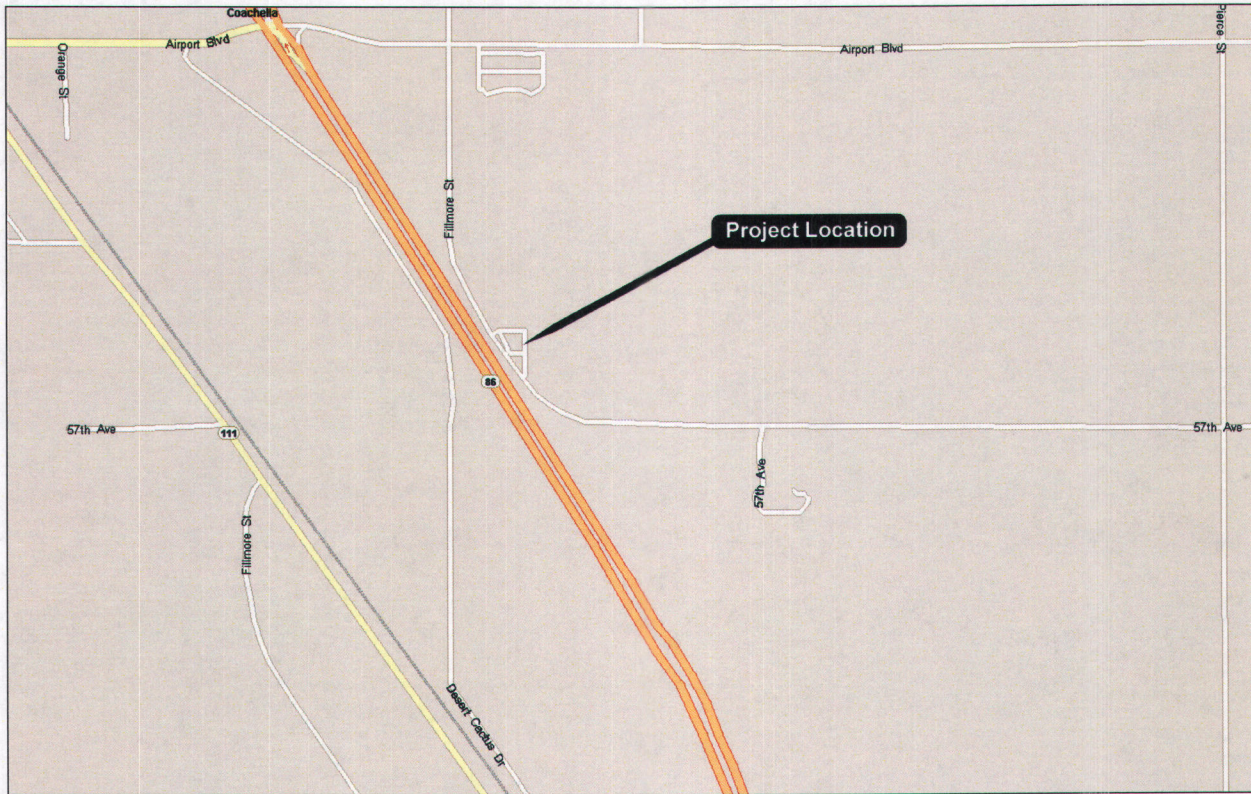


Figure 2: Project Site Location



**Figure 3: Project Site Aerial**

**C. General Demographic and Housing Characteristics**

According to the 2000 U.S. Census, the population of the impacted Census Tract (456.03) in Thermal, the Project site, is 9,505 and the population of the County of Riverside is 1,545,387 (see **Table 1**). Corresponding Census data concerning the housing mix is shown in **Table 2**.

**TABLE 1: 2000 Census Population – County of Riverside & Impacted Tract**

<b>Population</b>	<b>Tract 456.03</b>	<b>%</b>	<b>County</b>	<b>%</b>
Total Population	9,505	100.0%	1,545,387	100.0%
White	4,477	47.1%	1,013,478	65.6%
Black or African American	32	0.3%	96,421	6.2%
American Indian or Alaska Native	57	0.6%	18,168	1.2%
Asian	103	1.1%	56,954	3.7%
Native Hawaiian or Other Pacific Islander	0	0.0%	3,902	0.3%
Some Other Race	4,532	47.7%	288,868	18.7%
Two or More Races	304	3.2%	67,596	4.4%
Hispanic or Latino (of Any Race)	7,332	77.1%	559,575	36.2%

Source: U.S. Census Bureau, Race, Hispanic or Latino, and Age: 2000

**TABLE 2: 2000 Census Housing Units – County of Riverside & Impacted Tract**

<b>Type</b>	<b>Tract 456.03</b>	<b>%</b>	<b>County</b>	<b>%</b>
Total Units	4,102	100.0%	584,674	100.0%
Owner-Occupied	1,650	40.2%	348,532	59.6%
Renter-Occupied	964	23.5%	157,686	27.0%
Vacant Housing Units	1,488	36.3%	78,456	13.4%
Available for Sale Only (of Total Vacant Units)	107	7.2%	9,098	11.6%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	25	1.7%	12,303	15.7%
Sold or Rented – Not Occupied	41	2.8%	4,126	5.3%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	1,114	74.8%	38,296	48.8%
Other Vacant	201	13.5%	14,633	18.7%

Source: U.S. Census Bureau, General Housing Characteristics: 2000

## II. ASSESSMENT OF RELOCATION NEEDS

### A. *Survey Method*

To obtain information necessary for the preparation of this Plan, personal interviews were conducted with the residential occupants of the Project sites in March 2010. The interviewers were successful in obtaining survey responses from seven of eight occupants of the Project site. There is one vacant mobile home unit in the park. The data in this section of the Plan are based solely on the unconfirmed responses of those individuals who participated in the survey.

Inquiries made of the residential occupants concerned household size and composition, income, monthly rent or mortgage payments, length of occupancy, ethnicity, home language, physical disabilities, and replacement housing preferences. A sample of the residential interview form used in the interview process is presented as **Exhibit A** of this report.

### B. *Field Survey Data*

The interviewed households included seven occupied mobile home units; all seven are owner occupied mobile home units. One household could not be reached despite several requests to meet and/or return calls and one mobile home is vacant.

#### 1. *Housing Mix*

The housing mix consists of seven owner-occupied mobile homes; six are tenants of the space within the nine-unit park and one pays no monthly rent. One mobile home was confirmed vacant at the time of surveys. All occupied units have either two or three bedrooms; and one mobile home is larger with four bedrooms.

TABLE 3: Housing – Dwelling Bedroom Sizes			
# of Bedrooms	Two	Three	Four
# of Households	2	4	1

#### 2. *Project Area Rents*

One household is not paying any space rent and each of park space renting households are paying \$300 monthly for their respective space rents.

**3. Occupancy / Overcrowding**

There is a total known Project population of 37 individuals, consisting of 23 adults and 14 children. The average household size is 5.3 persons per dwelling unit. The distribution of household sizes within the Project is provided in **Table 4**, following.

<b>TABLE 4: Current Household Size Occupancies</b>					
<b># in Household</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>	<b>Thirteen</b>
<b># Households</b>	3	1	1	1	1

The standard for housing density adopted by the Agency allows two persons per bedroom and one person in a common living area up to four bedrooms. The Agency adheres to the state building code occupancy standard based on the square footage of the dwelling for households larger than nine members. Based on these criteria as compared to available tenant data, there are no overcrowded units among Project properties.

**4. Replacement Housing Needs**

Replacement housing needs, as expressed in this Plan, are defined by the total number of required replacement units and the distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data relative to household size with the Agency's replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, and seven persons in a three-bedroom unit.

<b>TABLE 5: Replacement Housing Needs</b>			
<b>Bedroom Size</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>
<b># Needed</b>	2	4	1

The Agency will, through its relocation representatives, assure that sufficient replacement housing units exist in compliance with the decent, safe, and sanitary requirements, prior to displacing any residential households.

**5. Income**

Income information was provided by all seven respondent Project households. According to income standards for the County of Riverside (**Exhibit C**), adjusted for family size as published by the United States Department of Housing and Urban Development (HUD) and California Department of Housing and Community Development (HCD) in April 2009, two respondent Project households qualify as extremely low income (less than 30% of area median), three households qualify as very low income (31%-50% of area median)

and two households qualify as low income (51%-80% of area median). **Table 6** below outlines this information.

<b>TABLE 6: Income Levels of Tenant Households</b>				
<b>Income Level</b>	<b>Extremely Low</b>	<b>Very Low</b>	<b>Low</b>	<b>Moderate</b>
<b># Households</b>	2	3	2	0

**6. Ethnicity / Language**

All seven respondent households in the Project reported their ethnicity as Hispanic. Six respondent households identified Spanish and one household identified English as their primary household language. No other languages were reported during surveys.

**7. Senior/Handicapped Households**

There are two senior households (head of household or spouse 62 years or older) in the Project and no household reported disabilities that could require special accommodations as far as replacement units are concerned.

**8. Preferred Relocation Areas**

Most Project residents expressed a preference to remain in or around the local community in order to maintain current access to employment, schools, medical or religious facilities, recreational resources and public transportation. One household would like to purchase a single-family dwelling in Coachella.

**9. Profile of Potentially Displaced Residents**

There are eight occupied mobile homes located on the Project site. The Project has provided affordable housing to low and very low income households for approximately 10 years; however, the existing septic system is demonstrating signs of deterioration. The deteriorating septic system will require rehabilitation. In order to continue current operation of the Project, one household may be permanently and seven households may be temporarily displaced.

This relocation plan describes the assistance provided to permanently displaced households; the Agency will provide moving and any out of pocket expense reimbursements in connection with potential temporary moves. It is unknown which units, if any, may require temporary moves and which may stay on-site during rehabilitation. The Agency will provide all required notices timely to all occupants.

### III. RELOCATION RESOURCES

#### A. Methodology

For residential housing, a resource survey was conducted to identify available rental units within a five mile radius from the subject properties. The following sources were utilized:

- Windshield/drive-by surveys conducted in Thermal and surrounding communities
- Classified rental listings from *The Desert Sun* and *For Rent* publications
- Internet sources

#### B. Replacement Housing Availability

##### 1. Mobile Homes for Sale

Replacement housing data is summarized in **Table 7**, below. The individual figures for number of units found by bedroom size are presented in the table alongside the number of units needed (shown in parentheses) to meet re-housing obligations of all current occupants. Only a four-bedroom mobile home owner will be permanently displaced, however.

<b>TABLE 7: Availability and Cost of Replacement Rental Housing</b>			
<b>Bedroom Size</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>
# Found (# Needed)	3 (2)	9 (4)	6 (1)
Asking Price Range	\$35,000-\$75,000	\$32,500-\$58,000	\$33,000-\$79,000
Median Asking Price	\$35,000	\$45,000	\$57,995

The pad rent for all available mobile homes for sale is \$678 per month. There are other mobile homes available for sale by owner with various monthly pad charges; to obtain that information one needs to drive the parks and call the individual owners.

##### 2. Concurrent Residential Displacement

There are no other current public projects causing significant displacements underway in Thermal or adjacent communities which, presently, would compete with the Project for needed housing resources. No residential displacee will be required to move without both adequate notice and access to available affordable decent, safe and sanitary housing.

## **IV. THE RELOCATION PROGRAM**

The Agency's Relocation Program is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals, apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements in a consistent manner.

The Agency has retained Overland, Pacific & Cutler, Inc. (OPC) to administer the Relocation Program. OPC has worked on more than 2,500 public acquisition and relocation projects over the past 30 years. Experienced Agency staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of Agency's policy.

The relocation program consists of two principal constituents: Advisory Assistance and Financial Assistance.

### ***A. Advisory Assistance***

Individuals who will need to move from existing homes will receive advisory assistance. Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the Agency
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the Agency meets its obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the Agency's relocation program;
2. Non-displaced residents will be provided a formal Notice of Non-Displacement (see **Exhibit B**) advising them of their relocation status;
3. Inform eligible Project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits;
4. Determine the needs of each residential displacee eligible for assistance;
5. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement;



*Relocation Plan for the Hernandez Mobile Home Park Project - Thermal, California*

*Generally, a comparable replacement dwelling must satisfy the following criteria:*

- (a) The unit is decent, safe and sanitary - electrical, plumbing and heating systems in good repair - no major, observable hazards or defects. The unit is comparable to the acquired dwelling with respect to number of rooms, habitable living space and type and quality of construction, but not lesser in rooms or living space as necessary to accommodate the displaced person.*
  - (b) The unit is located in an area not subjected to unreasonable adverse environmental conditions from either natural, or man-made sources, and not generally less desirable with respect to public utilities, transportation, public and commercial facilities, including schools and municipal services and reasonably accessible to the displaced person's place of employment.*
  - (c) The unit is available both on the private market and to all persons regardless of race, color, sex, marital status, religion or, national origin.*
  - (d) The monthly rental rate is within the financial means of the displaced residential tenant.*
6. Provide transportation to residential displacees, if necessary, to inspect replacement sites within the local area;
  7. Offer special assistance to help elderly or disabled tenants find housing near friends, relatives, medical facilities, and services and convenient transportation;
  8. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
  9. Assist each eligible residential occupant in the preparation and submission of relocation assistance claims;
  10. Provide additional reasonable services necessary to successfully relocate residents;
  11. Make benefit determinations and payments in accordance with applicable law and the Agency's adopted relocation guidelines;
  12. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate. This notice could be part of, separate from, or be an Order for Immediate Possession issued from the Court;
  13. Inform all persons subject to displacement of the Agency's policies with regard to eviction and property management;

14. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the Agency's decision with respect to relocation assistance; and,
15. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

## ***B. Relocation Benefits***

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be paid to eligible displacees upon submission of required claim forms and documentation in accordance with the Agency's administrative procedures. The Agency will process advance payment requests to mitigate hardships for residential tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

### ***1. Residential Moving Expense Payments***

All residential occupants to be relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

#### **a. Actual Cost (Professional Move)**

The displacee may elect to retain the services of a licensed professional mover, in which case the Agency will pay the actual cost of moving services, based on the lowest of two acceptable bids. (The Agency may, at its discretion, solicit competitive bids to determine the lowest, reasonable move cost.) After the move is complete, the displacee may pay the mover directly and seek reimbursement from the Agency or request a direct payment from the Agency to the mover.

#### **b. Fixed Payment (based on Room Count Schedule)**

The displacee may, while taking full responsibility for the move, elect to receive a fixed payment for moving expenses based on a room count in the displacement dwelling. The fixed payment is a one-time, all inclusive allowance that does not require back-up documentation. The current schedule for fixed payments is set forth in **Table 8**:

TABLE 8: Schedule of Fixed Moving Payments									
Unfurnished Dwelling									
Room count	1	2	3	4	5	6	7	8	each additional
Amount	\$625	\$800	\$1,000	\$1,175	\$1,425	\$1,650	\$1,900	\$2,150	\$225
Furnished Dwelling									
Room count	1	each additional							
Amount	\$400	\$65							

Source: California Department of Transportation

## 2. *Rental Assistance to Tenants Who Chose to Rent*

A tenant displaced from a dwelling may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed \$5,250 (prior to consideration of eligibility for Last Resort Housing benefits – see Last Resort Housing, Section IV, D), if the displacee:

- 1) Has actually and lawfully occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
- 2) Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within one year (unless the Agency extends this period for good cause) after the date he or she moves from the displacement dwelling.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- 1) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- 2) The monthly rent and estimated average monthly cost of utilities for the decent, safe and sanitary replacement dwelling actually occupied by displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- 1) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to the displacement, as determined by the Agency. For owner-occupants or households, which pay no rent, Fair Market Rent (Economic Rent) will be used as a substitute for actual rent; or
- 2) Thirty percent (30%) of the displaced person's average, monthly, adjusted gross household income. If a displacee refuses to provide appropriate evidence of

*Relocation Plan for the Hernandez Mobile Home Park Project - Thermal, California*

income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or

**Table 9** below illustrates the computation of a rental/downpayment assistance payment amount.

<b>TABLE 9: Computation of Rental Assistance Payments</b>		
1. Old Rent	\$650	Old Rent, plus Utility Allowance
<b>or</b>		
2. Ability to Pay	\$700	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 or 2	\$650	Base Monthly Rental
<b>Subtract From:</b>		
4. Actual New Rent	\$750	Actual New Rent including Utility Allowance
<b>or</b>		
5. Comparable Rent	\$775	Determined by Agency, includes Utility Allowance
6. Lesser of lines 4 or 5	\$750	
7. Yields Monthly Need	\$100	Subtract line 3 from line 6
<b>Rental Assistance</b>	<b>\$4,200</b>	<b>Multiply line 7 by 42 months</b>

\*Gross income means the total amount annual income of an individual less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

**3. Downpayment Assistance to Tenants Who Chose to Purchase**

Displaces otherwise eligible to receive a Rental Assistance payment as previously described, may chose to utilize the full amount of their rental assistance eligibility amount (including Last Resort benefit) to purchase a home. Such payments shall be deposited directly into an escrow account with provisions that allow the Agency to recover its funds should the escrow be cancelled or not proceed in a timely manner. These funds can be used as a downpayment and/or to pay for eligible non-recurring closing costs. Downpayment assistance to a displaced owner-occupant can not exceed the amount the owner would have received had the owner met the 180 day occupancy requirement.

**4. Payments to Mobile Home Owners**

Mobile home owner-occupants will have four options with respect to relocation arrangements following the Agency's offer to purchase:

1) If the mobile home cannot be moved to a replacement site, the owner may elect to move and set up the unit in a new location, including any existing improvements, providing the total cost of moving the coach does not exceed the replacement cost of a comparable unit.

Benefits will include the cost of moving and setting up the existing mobile home, within 50 miles from the Project, and Rental Assistance for space rent.

2) If the mobile home cannot be moved to a replacement site, the owner may elect to sell the mobile home to the Agency for its appraised value-in-place, and purchase a comparable replacement coach in another location;

Benefits will include Replacement Housing Payment, Residential Moving Expenses, and Rental Assistance for space rent.

3) If the mobile home cannot be moved to a replacement site, the owner may elect to sell the mobile home to the Agency for its appraised value-in-place and apply their entitlement toward the purchase of another type of residential dwelling, including the amount determined for Rental Assistance for space rent.

Benefits will include Replacement Housing Payment, Residential Moving Expenses, and Rental Assistance for space rent.

4) If the mobile home cannot be moved to a replacement site, the owner may elect to sell the mobile home to the Agency for its appraised value-in-place and rent an alternate type of residential unit.

The owner will be entitled to utilize up to the total of the replacement housing eligibility in the form of rental assistance. Actual rental assistance eligibility will be determined by subtracting the difference between the economic rent of the mobile home residence from the market rent for an apartment unit of comparable size (e.g. number of bedrooms) multiplied by 42 months.

### ***C. Determination of Comparable Housing***

Relocation staff will evaluate the cost of comparable replacement housing in the preparation of each individual Notice of Eligibility issued to residential displacees. For residential tenants, the cost of comparable replacement housing will be determined primarily by a schedule method, which determines the median rent in the local market for each type of unit needed.

### ***D. Last Resort Housing***

*Relocation Plan for the Hernandez Mobile Home Park Project - Thermal, California*

Based on data derived from the surveys and analyses of the occupants in the Project area and costs of replacement housing resources, it is anticipated that "comparable replacement housing" will not be available as required. Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person's average monthly income, Last Resort Housing will have to be provided.

Therefore, if the Project is to go forward, the Agency will authorize its funds or funds authorized for the Project to provide housing of last resort. Funds will be used to make payments in excess of the monetary limit specified in the statute (\$5,250); hence, satisfying the requirement that "comparable replacement housing" is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person's average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable replacement rental housing is not available within the displaced person's financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non 90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

The Agency, at its discretion, may opt to pay Last Resort Housing payments in installments or in a lump sum. Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance. Tenant households receiving periodic payments will have the option to request a lump sum payment of remaining benefits to assist with the purchase of a decent, safe and sanitary dwelling.

***E. General information regarding the payment of Benefits***

Claims and supporting documentation for relocation benefits must be filed with the Agency no later than 18 months after the date of displacement.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation staff will review all necessary documentation including, but not limited to, income verification, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation;

*Relocation Plan for the Hernandez Mobile Home Park Project - Thermal, California*

3. Required claims forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the Agency;
4. The Agency will review and approve claims for payment, or request additional information;
5. The Agency will issue benefit checks to claimants in the most secure, expeditious manner possible;
6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated and actual residency at the replacement unit is verified;
7. Receipts of payment and all claim material will be maintained in the relocation case file.

***F. Relocation Tax Consequences***

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this Project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **V. ADMINISTRATIVE PROVISIONS**

### **A. Notices**

Each notice, which the Agency is required to provide to a Project occupant, shall be personally delivered or sent certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language, and a language understood by the occupant. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions and other needed help.

There are three principal notices:

- 1) the Informational Statement
- 2) the Notice of Relocation Eligibility, and
- 3) the 90-Day Vacate Notice.

The Informational Statement (see **Exhibit D**) is intended to provide potential relocatees with a general written description of the Agency's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights.

A Notice of Relocation Eligibility ("NOE") will be distributed to each residential relocate. The NOE to residential relocates contains a determination of eligibility for relocation assistance and a computation of a maximum entitlement based on information provided by the affected household and the analysis of comparable replacement properties undertaken by relocation staff. NOEs will be issued in a reasonable period of time following the initiation of negotiations with property owners.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The 90-Day Vacate Notice will state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 60 days in advance, the specific date of the required move. The 90-Day Notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, relocation staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits
- 2) have moved from the acquired property, and
- 3) have not filed a claim for benefits.



Reminder Notices will be issued periodically throughout the qualification period. An attempt shall be made to make written contact with all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

***B. Grievance Procedures***

A person who is dissatisfied with a determination as to eligibility for benefits, a payment amount, the failure to provide comparable replacement housing referrals, or the Agency's property management practices must file a Relocation Assistance Appeal Form or any other written form of appeal with the Agency's Appeal's Board or other designate (Hearing Officer).

The Hearing Officer shall set a hearing date of no later than 30 days from receipt of the appeal. The person making the appeal shall have:

- 1) the right to present oral and/or written evidence in support of the appeal,
- 2) the right to legal counsel (hired at the appellant's sole expense), and
- 3) the right to seek judicial review once having exhausted all administrative appeal remedies.

The Hearing Officer shall render a decision, in writing, within 30 days following the last day of the hearing. A copy of the decision shall be mailed, certified or registered, to the appellant and his/her authorized representative and copies filed in the relocation case file. The decision of the Hearing Officer shall be final, and the appellant shall be advised of the right to seek judicial review of the Hearing Officer's decision.

***C. Eviction Policy***

The Agency recognizes that eviction is permissible only as a last resort, and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent, serious violation of the rental agreement, a dangerous or illegal act in the unit, or if the household refuses all reasonable offers of alternate accommodation. Eviction will not affect the eligibility of a person legally entitled to relocation benefits.

***D. Citizen Participation***

As the process for considering the Project moves forward, the Agency will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;

*Relocation Plan for the Hernandez Mobile Home Park Project - Thermal, California*

2. Encourage meaningful participation in reviewing the relocation plan and monitoring the relocation assistance program; including the Project area occupants;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
4. Issuance of a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed adoption; and
5. The inclusion of written or oral comments concerning the Plan as an attachment (**Exhibit E**) when it is forwarded to the County of Riverside Redevelopment Agency Board of Directors for adoption.

***E. Projected Dates of Displacement***

The Agency anticipates that date specific Notices to Vacate will not be issued prior to July 2010. No resident will be required to vacate without a minimum of 90 days notice. However, an occupant may chose to vacate prior to a vacate notice being issued, once they have received their Notice of Eligibility, and be assured they will receive any replacement housing assistance and/or moving assistance to which they may be entitled.

***F. Estimated relocation costs***

The total estimated budget for relocation-related payments for the Project, assuming **seven temporary and one permanent** displacee, is **\$136,825**.

The estimated relocation budget does not include any payments related to property acquisition. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project. The Agency pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project, including funds necessary for last resort housing as indicated in Section IV, D, of this Plan to meet its obligation under the relocation regulations.

**EXHIBIT A**  
**RESIDENTIAL INTERVIEW FORM**

# Residential Relocation Interview

<b>Client/Project:</b>		<b>Case ID:</b>	
<b>Site Address:</b>		<b>Total occupants:</b>	<b>Interview Date:</b> <input type="checkbox"/> <b>Unoccupied</b>
<b>City, St, ZIP:</b>		<b>Interviewer:</b>	<input type="checkbox"/> <b>No Contact</b>

## INDIVIDUAL OCCUPANTS (use additional pages as needed)

<b>1. Name:</b>		<b>Gender:</b> F M	<b>Employer/School:</b>			
<b>Relationship (list 1):</b> HEAD OF HOUSEHOLD	<input type="checkbox"/> ID verified	<b>Income srce (list 2):</b>	<b>Income/empl. description:</b>	<b>Hire/start date:</b>	<b>Mo Income:</b>	
<b>Lawful presence (list 3):</b>	<b>Date of birth:</b>					
<b>Phone/fax/email:</b>	<b>Move-in date:</b>					
<b>Notes/special needs:</b>						

<b>2. Name:</b>		<b>Gender:</b> F M	<b>Employer/School:</b>			
<b>Relationship (list 1):</b>	<input type="checkbox"/> ID verified	<b>Income srce (list 2):</b>	<b>Income/empl. description:</b>	<b>Hire/start date:</b>	<b>Mo Income:</b>	
<b>Lawful presence (list 3):</b>	<b>Date of birth:</b>					
<b>Phone/fax/email:</b>	<b>Move-in date:</b>					
<b>Notes/special needs:</b>						

<b>3. Name:</b>		<b>Gender:</b> F M	<b>Employer/School:</b>			
<b>Relationship (list 1):</b>	<input type="checkbox"/> ID verified	<b>Income srce (list 2):</b>	<b>Income/empl. description:</b>	<b>Hire/start date:</b>	<b>Mo Income:</b>	
<b>Lawful presence (list 3):</b>	<b>Date of birth:</b>					
<b>Phone/fax/email:</b>	<b>Move-in date:</b>					
<b>Notes/special needs:</b>						

<b>4. Name:</b>		<b>Gender:</b> F M	<b>Employer/School:</b>			
<b>Relationship (list 1):</b>	<input type="checkbox"/> ID verified	<b>Income srce (list 2):</b>	<b>Income/empl. description:</b>	<b>Hire/start date:</b>	<b>Mo Income:</b>	
<b>Lawful presence (list 3):</b>	<b>Date of birth:</b>					
<b>Phone/fax/email:</b>	<b>Move-in date:</b>					
<b>Notes/special needs:</b>						

<b>5. Name:</b>		<b>Gender:</b> F M	<b>Employer/School:</b>			
<b>Relationship (list 1):</b>	<input type="checkbox"/> ID verified	<b>Income srce (list 2):</b>	<b>Income/empl. description:</b>	<b>Hire/start date:</b>	<b>Mo Income:</b>	
<b>Lawful presence (list 3):</b>	<b>Date of birth:</b>					
<b>Phone/fax/email:</b>	<b>Move-in date:</b>					
<b>Notes/special needs:</b>						

<b>6. Name:</b>		<b>Gender:</b> F M	<b>Employer/School:</b>			
<b>Relationship (list 1):</b>	<input type="checkbox"/> ID verified	<b>Income srce (list 2):</b>	<b>Income/empl. description:</b>	<b>Hire/start date:</b>	<b>Mo Income:</b>	
<b>Lawful presence (list 3):</b>	<b>Date of birth:</b>					
<b>Phone/fax/email:</b>	<b>Move-in date:</b>					
<b>Notes/special needs:</b>						

DWELLING			HOUSEHOLD		
Mailing Address:			<input type="checkbox"/> Primary residence of all occupants? (If not, explain in notes)		
City, St, ZIP:			<input type="checkbox"/> Can someone read/understand English? If not, language:		
Carbon Copy Address:			Race/Ethnicity: <input type="checkbox"/> American Indian/Alaskan <input type="checkbox"/> Asian		
City, St, ZIP:			<input type="checkbox"/> Black/African-American <input type="checkbox"/> Hawaiian/Pacific Islander		
Dwelling Type (list 4):			<input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/> Mixed		
Bedrooms:	Attic/Utility/Storage:	Approx Sq Ft:	Subscribe to: <input type="checkbox"/> Land phone <input type="checkbox"/> TV service <input type="checkbox"/> Internet		
Kitchen:	Basement:	Bathrooms:	<input type="checkbox"/> Home-based business? (describe in notes)		
Living/family rooms:	Garage:	Garage Spaces:	<input type="checkbox"/> Rent rooms in dwelling? (describe in notes)		
Dining room:	Other/Extra:	Carport Spaces:	<input type="checkbox"/> On fixed income or public assistance? (describe in Occupants)		
Den/Office:	Total physical and content rooms to move:	Parking Spaces:	<input type="checkbox"/> Disabled occupants? (describe modifications/needs in Occupants)		
Total Rooms:		Number of cars:	<b>Replacement site special needs (mark and describe in Notes)</b>		
Air Cond: <input type="checkbox"/> Central <input type="checkbox"/> Wall/Window <input type="checkbox"/> Heat Pump <input type="checkbox"/> Evap./Swamp <input type="checkbox"/> None			<input type="checkbox"/> Employment access <input type="checkbox"/> Shopping		
Heating: <input type="checkbox"/> FAU <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water <input type="checkbox"/> Space Htr <input type="checkbox"/> Solar <input type="checkbox"/> Heat Pump			<input type="checkbox"/> Public transport <input type="checkbox"/> Religious		
Dwelling Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			<input type="checkbox"/> Medical facilities/services <input type="checkbox"/> Social/Public services		
Neighborhood Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			<input type="checkbox"/> School needs <input type="checkbox"/> Relatives/Ethnic		
Amenities:			<input type="checkbox"/> Childcare <input type="checkbox"/> Other special needs		
			<input type="checkbox"/> All occupants to move to the same dwelling? (if not, explain in notes)		
TENANT			Replacement dwelling preference: <input type="checkbox"/> Rent <input type="checkbox"/> Buy		
Rent terms: <input type="checkbox"/> Month-Month <input type="checkbox"/> Lease, months left:			Can relocate from: <input type="checkbox"/> Neighborhood <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State		
<input type="checkbox"/> Rent reduced in exchange for service		<input type="checkbox"/> Unit furnished by tenant	Preferred relocation areas:		
Monthly contract rent: \$		Security deposit: \$	HOMEOWNER		
Landlord/manager name/ph:			Lot Size (sq ft):	Date purchased:	Age (yrs):
<input type="checkbox"/> Written rental agreement available?		<input type="checkbox"/> Rent receipts available?	<input type="checkbox"/> Own clear with no mortgages/loans		# of stories:
<input type="checkbox"/> Receiving Section 8 or other housing assistance?			<b>1st Loan Information</b>		<b>2nd Loan Information</b>
Caseworker name/ph:			Lender:		Lender:
Monthly tenant portion of rent: \$			Loan Type (list 5):		Loan Type (list 5):
Annual family/child care expenses to allow work: \$			Current % Rate:		Current % Rate:
Annual non-reimbursed medical expenses: \$			Principal Balance: \$		Principal Balance: \$
Annual non-reimb. handicapped assistance expenses: \$			Original Date:		Original Date:
Utilities paid by tenant:		Pets:	Remaining months:		Remaining months:
<input type="checkbox"/> Gas: \$			Monthly P&I payment:		Monthly P&I payment:
<input type="checkbox"/> Electric: \$		Energy source: Gas Electr Oil Other	MOBILE HOME		
<input type="checkbox"/> Water: \$		Cooking Stove: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	Pad space: <input type="checkbox"/> Rent <input type="checkbox"/> Own		Coach: <input type="checkbox"/> Rent <input type="checkbox"/> Own
<input type="checkbox"/> Sewer: \$		Water Heater: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	Pad rent: \$		Make/Model:
<input type="checkbox"/> Trash: \$		Space Heat: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	Coach length (ft):		Year:
<input type="checkbox"/> NONE		Air Conditioning: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____	Coach width (ft):		Decal #:

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- 1. Relation:** Spouse, Child, Foster Child, Parent, Partner, Sibling, Aunt/Uncle, Cousin, Grandparent, Parent In-Law, Sibling In-Law, Other Relative, Roommate
- 2. Income:** Wages/Salaries, Social Security/Disab/Pension, Child Support/Alimony, Welfare/TANF/AFDC, Family Subsidy/Gift, Business Income, Interest/Dividends, Unempl./Workers Comp, AF pay, EITC, Cash Income, Rent Reduction, Other
- 3. Legal Status:** Unknown, Citizen/National, Lawful Other, NOT Lawful, Decline to provide.
- 4. Dwelling:** SFR, Duplex, 3-Plex, 4-Plex, Apartment, Condo/Townhome, Hotel/Motel, Mobile Home, RV, Other
- 5. Loans:** Fixed Mortgage, Adjustable Mortgage, Interest Only, Fixed HELOC, Adjustable HELOC, Reverse Mortgage, Other

***I certify that all occupants have been identified above and that all information provided for this survey is true and complete to the best of my knowledge.***

Claimant Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**EXHIBIT B**  
**NOTICE OF NON-DISPLACEMENT**

# Notice of Non-Displacement

Residential Tenant (CA State)

<<DATE>>

Your OPC Relocation Consultant	
Name:	<<CONSULTANT NAME>>
Phone:	<<OFFICE PHONE>>
Case ID:	<<CASE ID>>

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants  
<<MAILING ADDRESS>>  
<<CITY, STATE ZIP>>

Dear Occupants:

The **Redevelopment Agency for the County of Riverside** (called here the "Displacing Agency") notified you previously of proposed plans to acquire and rehabilitate the Mobile Home Park property you currently occupy at **88-100 57<sup>th</sup> Ave., Thermal, CA 92274** for a project. The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to assist in the relocation process.

**This is a notice of non-displacement.**

**You will not be required to move permanently as result of the rehabilitation.**

You may be required to move temporarily so that the rehabilitation can be completed. If you must move temporarily, suitable housing will be made available to you and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation you will be able to lease and occupy your present unit in the project area under reasonable terms and conditions.

Since you may not be required to move temporarily or permanently from the property at 88100 57<sup>th</sup> Ave., Thermal, CA, we urge you not to move. (If you choose to move on your own, you will not receive any relocation assistance.) We will make every effort to accommodate your needs.

This letter is important to you and should be retained. If you have any questions about this or other relocation issues, please contact me at the address and the phone number below.

Sincerely,

**Patricia Zendejas-Feist**  
**Project Manager**



Overland, Pacific & Cutler, Inc.  
41-555 Cook St. Ste 250, Palm Desert, CA 92260  
Phone 760-776-1238

Carbon Copy To:  
**Redevelopment Agency for the County of Riverside**

\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_\_

X \_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed on/returned: \_\_\_\_\_

## EXHIBIT C

### HUD INCOME LIMITS – RIVERSIDE COUNTY

The following figures are approved by the state Housing and Community Development Department for use in the **County of Riverside** to define and determine housing eligibility by income level.

<b>Area Median: \$64,500</b>					
<b>Family Size</b>	<b>Extremely Low</b>	<b>Very Low</b>	<b>Lower</b>	<b>Median</b>	<b>Moderate</b>
<b>1 Person</b>	14,000	23,300	37,300	45,150	54,200
<b>2 Person</b>	16,000	26,650	42,650	51,600	61,900
<b>3 Person</b>	18,000	29,950	47,950	58,050	69,650
<b>4 Person</b>	20,000	33,300	53,300	64,500	77,400
<b>5 Person</b>	21,600	35,950	57,550	69,650	83,600
<b>6 Person</b>	23,200	38,650	61,850	74,800	89,800
<b>7 Person</b>	24,800	41,300	66,100	80,000	96,000
<b>8 Person</b>	26,400	43,950	70,350	85,150	102,150

Figures are per the Department of Housing and Community Development (California), Division of Housing Policy Development, **April 2, 2009**.

**EXHIBIT D**  
**RESIDENTIAL INFORMATIONAL BROCHURE**

# Relocation Assistance Informational Statement for Families and Individuals

(CA State)

## Displacing Agency:

Redevelopment Agency for the County of Riverside

## Project Name:

**Hernandez Mobile Home Park**

## Displacing Agency Representative:



Overland, Pacific & Cutler, Inc.  
41-555 Cook St. Ste. 250  
Palm Desert, CA 92260  
Phone: 760-776-1238

## Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking representatives are available. Si necesita esta información en español, por favor llame a su representante.

# Informational Statement for Families and Individuals

(CA State)

## 1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your representative with Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

**Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.**

## 2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation consultant will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

## 3. MOVING BENEFITS

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

**A. Fixed Moving Payment**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from \$400.00 for one furnished room to \$2,150.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation representative will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-up, credit check and other related moving fees.

<b>Fixed Moving Schedule CALIFORNIA (Effective 2008)</b>	
<b>Occupant Owns Furniture:</b>	
1 room	\$625
2 rooms	\$800
3 rooms	\$1,000
4 rooms	\$1,175
5 rooms	\$1,425
6 rooms	\$1,650
7 rooms	\$1,900
8 rooms	\$2,150
Each additional room	\$225
<b>Occupant does NOT Own Furniture:</b>	
1 room	\$400
Each additional room	\$65

**B. Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a “mover” scope of services for Displacing Agency approval.

**4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS**

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

**A. Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation representative with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

- B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation representative will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

## **5. SECTION 8 TENANTS**

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation representative will provide counseling and other advisory services along with moving benefits.

## **6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS**

- A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to \$22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:
1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation representative will explain both methods to you.
  2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation representative will explain limiting conditions.
  3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.
- B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

## **7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court,; **or**
  - b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

## **8. LAST RESORT HOUSING ASSISTANCE**

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation representative will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

## **9. RENTAL AGREEMENT**

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

## **10. EVICTIONS**

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;



- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

## **11. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

## **12. TAX STATUS OF RELOCATION BENEFITS**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **13. NON-DISCRIMINATION AND FAIR HOUSING**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

## **14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative at Overland, Pacific & Cutler.

## **EXHIBIT E**

### **PUBLIC COMMENTS AND RESPONSE**

On June 21, 2010, the Hernandez Mobile Home Park Project ("Project") Relocation Plan was made available to the project occupants with notification of the thirty-day review. The thirty (30) day comment period ended at 5:00 p.m. on July 21, 2010.

**No comments were received.**

# THE PRESS- ENTERPRISE

## CLASSIFIED ADVERTISING

# PROOF

Printed by: Tinajero, Maria  
at: 4:35 pm  
on: Monday, Jul 19, 2010

Ad #: 10321130

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: WDC/EDA CO OF RIVERSIDE  
Address: 1325 SPRUCE ST STE 400  
  
RIVERSIDE CA 92507-0506

Acct #: 300444  
Client:  
Placed by: Hector Casillas, Real Estate  
Division  
Fax #: (951)

### Ad Information

Classification: Legals  
Publications: Press-Enterprise

Start date: 07-21-10  
Stop date: 07-21-10  
Insertions: 1

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

Size: 2x52.140  
Bill size: 105.00x 5.14 agate lines

Amount due: **\$273.00**

### Ad Copy:

#### NOTICE OF INTENT FOR THE ADOPTION OF THE RELOCATION PLAN AND THE PURCHASE OF REAL PROPERTY IN THE UNINCORPORATED AREA OF THERMAL ASSESSOR'S PARCEL NUMBER 757-110-023 (Fourth Supervisorial District)

This Notice of Intent to Purchase Real Property pursuant to California Health and Safety Code Section 33679, Section 33397 and Government Code 6063 that the Redevelopment Agency for the County of Riverside intends to purchase real property identified as Assessor's Parcel Number 757-110-023 and is in accordance with California's Relocation Assistant Act; and it will consider Resolution Number 2010-028 for the Adoption of the Relocation Plan for the Hernandez Mobile Home Park and Resolution Number 2010-032 for the Authorization to Purchase Real Property in Thermal, on August 10, 2010 at 9:00 a.m., or as soon thereafter as the agenda of the Board permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

#### PROJECT DESCRIPTION AND LOCATION

It is proposed that the Board adopt the Relocation Plan prepared by Overland, Pacific, and Cutler, Inc. and that the Board also approve the Acquisition Agreement by and between Ramon Hernandez and Antonia Hernandez and the Redevelopment Agency for the County of Riverside. The total costs of \$425,000 is the estimated amount to cover the acquisition of the mobile home park from Ramon Hernandez and Antonia Hernandez, husband and wife as joint tenants; acquisition of owner's existing coach, and relocation expenses, relocation consultant fees, and miscellaneous costs.

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 at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed action. Interested persons may obtain a copy of the proposed agreements at the Riverside County Economic Development Agency, 3403 10th Street, Suite 500, Riverside, CA 92501, or by calling Hector Casillas at (951) 955-8395.  
7/7, 14, 21

**CLTA Standard Coverage  
Policy of Title Insurance**

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**5002100- 2607**

**Loan / Owner's Policy**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, First American Title Insurance Company, a California 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.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

(This Policy is valid only when Schedules A and B are attached)

**EXCLUSIONS FROM COVERAGE**

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. "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 or C, 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 or C, 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.
1. DEFINITION OF TERMS.
    - (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.

**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 stated 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.

**CONDITIONS AND STIPULATIONS (Continued)**

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 an 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.

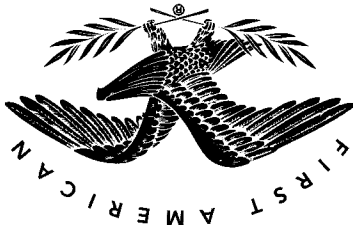
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**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 First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



**First American Title**

(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, guarantees, 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)(iii) 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

## CONDITIONS AND STIPULATIONS (Continued)

### 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 others 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) Upon written request by the 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 an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated 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 the 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 the insured in the defense of those causes of action which allege matters not insured by this policy.**

(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 the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or

**CONDITIONS AND STIPULATIONS (Continued)**

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

CLTA STANDARD POLICY

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SCHEDULE A

LIABILITY: \$235,000.00

PREMIUM: \$834.00

ORDER NO.: 1078800-66

POLICY: 5002100-2607

LOAN NO.: 1078800-IG

DATE OF POLICY: OCTOBER 5, 2010

TIME: 8:00 A.M.

1. NAME OF INSURED:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, A PUBLIC BODY, CORPORATE AND POLITIC

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:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, A PUBLIC BODY, CORPORATE AND POLITIC

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:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF;

EXCEPTING THEREFROM THE WEST 30 FEET AND THE SOUTH 20 FEET FOR PUBLIC HIGHWAY;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23 MARKED BY A 2" IRON PIPE UNDER A 2" X 2" HUB TAGGED RCE 14614 AS SHOWN BY PARCEL MAP NO. 17611 ON FILE IN BOOK 110 PAGE(S) 42 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID QUARTER CORNER BEARS NORTH 89° 43' 55" WEST, 2691.48 FEET FROM A RAILROAD SPIKE ACCEPTED AS THE CENTER QUARTER CORNER OF SAID SECTION 23 AS SHOWN ON PROPERTY RETRACEMENT SURVEY FILED SEPTEMBER 6, 1989 AS INSTRUMENT NO. 305554 IN BOOK 9 PAGE 99 THROUGH 107 OF STATE HIGHWAY MAPS OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89° 43' 55" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 414.18 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 32° 23' 05" WEST, 23.75 FEET TO A POINT ON THE NORTH LINE OF AVENUE 57 AND BEING THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING NORTH 32° 23' 05" WEST, 681.25 FEET TO THE EAST LINE OF FILLMORE STREET;

THENCE (2) NORTH 00° 38' 04" EAST, ALONG SAID EAST LINE, 58.13 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST OF THE NORTHWEST QUARTER;

THENCE (3) SOUTH 89° 49' 35" EAST, ALONG SAID NORTH LINE 294.63 FEET TO A LINE PARALLEL WITH AND DISTANT 280.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM COURSE (1);

THENCE (4) LEAVING SAID NORTH LINE SOUTH 32° 23' 05" EAST ALONG SAID PARALLEL LINE, 290.54 FEET;

THENCE (5) ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 820 FEET, THROUGH A CENTRAL ANGLE OF 19° 35' 31", AN ARC LENGTH OF 280.39 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE (6) SOUTH 00° 33' 17" WEST ALONG SAID EAST LINE, 181.69 FEET TO THE NORTH LINE OF SAID AVENUE 57;

THENCE (7) NORTH 89° 43' 55" WEST, ALONG SAID NORTH LINE, 271.61 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23 MARKED BY A 2" IRON PIPE UNDER A 2" X 2" HUB TAGGED RCE 14614 AS SHOWN BY PARCEL MAP NO. 17611 ON FILE IN BOOK 110 PAGE(S) 42 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID QUARTER CORNER BEARS NORTH 89° 43' 55" WEST, 2691.48 FEET FROM A RAILROAD SPIKE ACCEPTED AS THE CENTER QUARTER CORNER OF SAID SECTION 23 AS SHOWN ON PROPERTY RETRACEMENT SURVEY FILED SEPTEMBER 6, 1989 AS INSTRUMENT NO. 305554 IN BOOK 9 PAGE 99 THROUGH 107 OF STATE HIGHWAY MAPS OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 89° 43' 55" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 414.18 FEET;

THENCE LEAVING SAID SOUTH LINE NORTH 32° 23' 05" WEST, 23.75 FEET TO A POINT ON THE NORTH LINE OF AVENUE L57 AND BEARING THE TRUE POINT OF BEGINNING;

THENCE (1) CONTINUING NORTH 32° 23' 05" WEST, 681.25 FEET TO THE EAST LINE OF FILLMORE STREET;

THENCE (2) SOUTH 00° 38' 04" WEST, ALONG SAID LINE, 573.60 FEET TO THE NORTH LINE OF SAID AVENUE 57;

THENCE (3) SOUTH 89° 43' 55" EAST, ALONG SAID NORTH LINE, 371.23 FEET TO THE TRUE POINT OF BEGINNING.

CLTA STANDARD POLICY

SCHEDULE B – PART I

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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 SHOWN 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

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- 1 RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF SAID LAND LYING WITHIN ANY LAWFULLY ESTABLISHED STREETS, ROADS OR HIGHWAYS.
- 2 THE FACT THAT THE OWNERS OF SAID LAND HAVE NO RECORD ACCESS TO A PUBLIC STREET OR HIGHWAY. THE AFFIRMATIVE COVERAGE SET FORTH IN PARAGRAPH 4 OF THE INSURING PROVISIONS IN THE TITLE POLICY TO BE ISSUED WILL NOT BE PROVIDED IN SAID POLICY WHEN ISSUED.
- 3 AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT  
 RECORDED: JUNE 30, 1975 AS INSTRUMENT NO. 1975-77307, OFFICIAL RECORDS  
 FOR: TILE LINES AND INCIDENTAL PURPOSES  
 IN FAVOR OF: VIRGIL L. CORNELIUS AND FLORENCE B. CORNELIUS, HUSBAND AND WIFE  
 AFFECTS: THE LOCATION OF SAID EASEMENT IS SET FORTH THEREIN.
- 4 THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF INGRESS OR EGRESS TO OR FROM THE FREEWAY ADJACENT TO SAID LAND. SAID RIGHTS HAVE BEEN RELINQUISHED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED APRIL 29, 1991 AS INSTRUMENT NO. 139983, OFFICIAL RECORDS.
- 5 AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT  
 RECORDED: FEBRUARY 15, 1994 AS INSTRUMENT NO. 64087, OFFICIAL RECORDS  
 FOR: DRAINAGE AND INCIDENTAL PURPOSES  
 IN FAVOR OF: THE STATE OF CALIFORNIA  
 AFFECTS: THE LOCATION OF SAID EASEMENT IS SET FORTH THEREIN.
- 6 AN INSTRUMENT, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN  
 ENTITLED: AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY  
 DATED: AUGUST 2, 2000  
 EXECUTED BY  
 AND BETWEEN: RAMON HERNANDEZ AND ANTONIA HERNANDEZ, HUSBAND AND WIFE AND THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, A PUBLIC AGENCY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA  
 RECORDED: AUGUST 15, 2000 AS INSTRUMENT NO. 2000-318478, OFFICIAL RECORDS
- 7 AN INSTRUMENT, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN  
 ENTITLED: AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY  
 DATED: AUGUST 2, 2000  
 EXECUTED BY  
 AND BETWEEN: RAMON HERNANDEZ AND ANTONIA HERNANDEZ, HUSBAND AND WIFE AND THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, A PUBLIC AGENCY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA  
 RECORDED: AUGUST 15, 2000 AS INSTRUMENT NO. 2000-318479, OFFICIAL RECORDS
- 8 AN INSTRUMENT, UPON THE TERMS AND CONDITIONS CONTAINED THEREIN  
 ENTITLED: RESOLUTION OF THE BOARD OF DIRECTORS OF COACHELLA VALLEY WATER DISTRICT, RESOLUTION 2003-49  
 RECORDED: AUGUST 6, 2003 AS INSTRUMENT NO. 03-597460, OF OFFICIAL RECORDS

