

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

175



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 30, 2010

SUBJECT: RDA Resolution No. 2011-002, Adoption of the Relocation Plan for the Middleton and 66th Street Project & RDA Resolution No. 2011-003, Authorization to Purchase Real Property in Desert Communities Project Area, 4th Supervisorial District

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution 2011-002, Adoption of the Relocation Plan for the Middleton & 66th Street Project;
2. Adopt RDA Resolution 2011-003, Authorization to Purchase Real Property, Assessor's Parcel Number 751-160-004;

(Continued)

Robert Field

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 643,600	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

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

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent

County Executive Office Signature

BY: Jennifer L. Sargent
Deputy

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: January 11, 2011
xc: RDA, Auditor

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

Prev. Agn. Ref.: 4.4 of 11/30/10

District: 4

Agenda Number:

4.2

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* DATE: 12/28/10
 ANITA C. WILLIS
 Departmental Concurrence: SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis* DATE: 12-27-10
 ANITA C. WILLIS
 Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION: (Continued)

3. Allocate the sum of \$643,600 for the purchase of the real property, relocation assistance, and miscellaneous cost;
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 Maria Elena Escobedo and Margarita Ramirez;
5. Authorize the Chairman of the Board of Directors to execute all documents related to this acquisition;
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:

On November 30, 2010, the Board of Directors adopted RDA Resolution No. 2010-064, Notice of Intent to Purchase Real Property in the Desert Communities Project Area. The proposed transaction will provide for the potential acquisition of approximately 4.21 acres of real property at fair market value, located in Thermal. There are approximately two improved parcels with six dwellings, most owned by individual owners located at 85750 Middleton Street and 85990 Middleton Street in Thermal, an unincorporated area of Riverside County. The Agency is still in negotiations with one of the property owners.

In compliance to the Middleton Street and 66th Avenue acquisition, Overland, Pacific and Cutler Inc., (Relocation Consultant) was asked to prepare a relocation plan to assist the Agency in its obligation to provide relocation services to the property owners and tenants within the project. The Relocation Consultant met with project residents individually to address relocation information for the Relocation Plan. The Agency will provide relocation benefits and assistance to all qualified tenants as required under the California Relocation Assistance Act of 1970. The negotiated price is consistent with the current property values in the Thermal area based on and independent fee appraisal report.

In accordance with California Relocation Assistance Act, notice of publication has been completed pursuant to Government Code 6063.

FINANCIAL DATA:

Acquisition	\$325,000
Estimated Title and Escrow Charges	\$ 2,500
Relocation Consultant	\$ 45,250
Phase I Environmental	\$ 4,000
Estimated Relocation Benefits	\$256,850
Miscellaneous	\$ 10,000
Estimated Total	\$643,600

2 **RDA RESOLUTION NO. 2011-002**
3 **ADOPTION OF RELOCATION PLAN**
4 **FOR MIDDLETON AND 66TH STREET 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;

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;

19 **WHEREAS**, On January 11, 2011, the Board of Directors adopted RDA
20 Resolution No.2011-003 , authorizing the purchase of APN 751-160-004, hereinafter the
21 "Property," located in the unincorporated community of Thermal in Riverside County,
22 hereinafter the "Proposed Project."

23 **WHEREAS**, the Proposed Project may displace up to six (6) households who
24 may relocate into decent, safe and sanitary replacement dwellings;

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

///

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 displacees, 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;

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 January 11, 2011 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 Middleton and 66th Street Project.

23 3. In accordance with the California Relocation Assistance Act, Notice of
24 publication will be posted pursuant to Government Code 6063.

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-IHEM Clerk of said Board
By _____ Deputy

FORM APPROVED COUNTY COUNSEL
BY: *Shirley C. O'Connell*
ANITA G. WILLIS
DATE: 12-27-11

Exhibit "A"



Middleton Crossings 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

November 30, 2010

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EXHIBIT A:	Residential Interview Form
EXHIBIT B:	HUD Income Levels – Riverside County
EXHIBIT C:	Residential Informational Brochure
EXHIBIT D:	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 Middleton Crossings Project (“Project”). The Riverside County Board of Directors approved a purchase of the Middleton Street properties located at 85750-85900 Middleton Street in 100 Palms, California; an unincorporated area of Riverside County.

There are two single-family dwellings, and a mobile home on one lot; and a duplex with a storage unit converted to a one-room dwelling located on the second Project lot. The properties are occupied by extremely low to lower income households. The needs and characteristics of the potential permanent 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 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**).

I. PROJECT DESCRIPTION

A. Regional Location

The Middleton Crossings Project is located in the community of 100 Palms within County of Riverside. The Project site is approximately four miles south of the City of Coachella and is immediately accessible from State Routes 86 and 111. Adjacent to the east are the desert resort communities of Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and the unincorporated areas of Bermuda Dunes, Thousand Palms, Oasis, Thermal, Mecca and Vista Santa Rosa (See Figure 1: Regional Project Location).

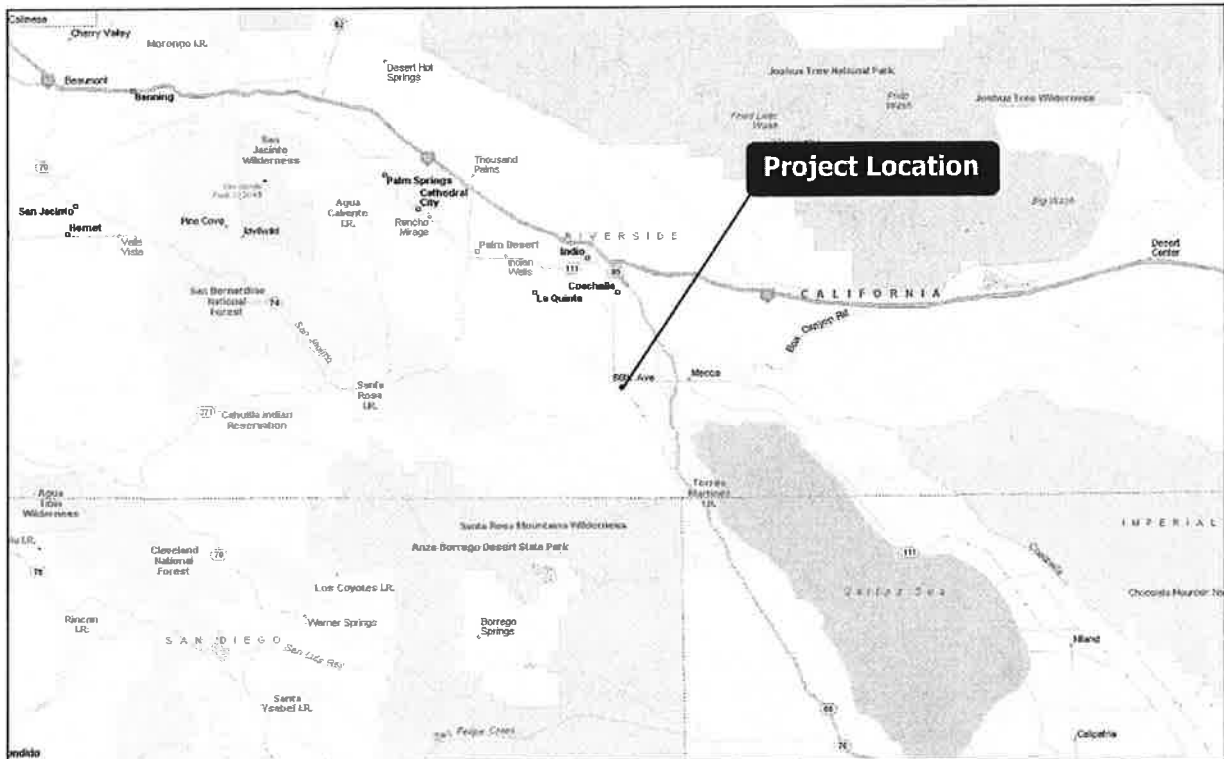


Figure 1: Regional Project Location



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 (456.05) in Thermal, the Project site, is 7,195 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				
Population	Tract 456.05	%	County	%
Total Population	7,195	100.0%	1,545,387	100.0%
White	2,731	38.0%	1,013,478	65.6%
Black or African American	21	0.3%	96,421	6.2%
American Indian or Alaska Native	199	2.8%	18,168	1.2%
Asian	122	1.7%	56,954	3.7%
Native Hawaiian or Other Pacific Islander	7	0.1%	3,902	0.3%
Some Other Race	3,886	54.0%	288,868	18.7%
Two or More Races	229	3.2%	67,596	4.4%
Hispanic or Latino (of Any Race)	6,690	93.0%	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				
Type	Tract 456.05	%	County	%
Total Units	1,620	100.0%	584,674	100.0%
Owner-Occupied	570	40.2%	348,532	59.6%
Renter-Occupied	948	23.5%	157,686	27.0%
Vacant Housing Units	120	36.3%	78,456	13.4%
Available for Sale Only (of Total Vacant Units)	2	2.0%	9,098	11.6%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	17	16.7%	12,303	15.7%
Sold or Rented – Not Occupied	8	7.8%	4,126	5.3%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	19	18.6%	38,296	48.8%
Other Vacant	56	54.9%	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 site in October 2010. The interviewers were successful in obtaining survey responses from five of six occupants of the Project site. 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 two occupied single-family units, one duplex, one mobile home behind the single-family residences and one small storage room converted into a one-room dwelling. One household could not be reached and some limited information was provided by the landlord.

1. Housing Mix

The housing mix consists of two owner-occupied single-family dwellings, one tenant-occupied mobile home behind the two residences and an owner-occupied duplex with a converted unit in the back where the tenant pays no rent in exchange for securing the property.

# of Bedrooms	Studio	One	Two	Three
# of Households	1	1	2	2

2. Project Area Rents

One household is not paying any monthly rent in exchange for labor at the property and the other Project tenant household is paying \$300 monthly for their rent.

3. Occupancy / Overcrowding

There is a total known Project population of 18 individuals, consisting of 10 adults and eight children. The average household size is three persons per dwelling unit. The distribution of household sizes within the Project is provided in **Table 4**, following.

TABLE 4: Current Household Size Occupancies				
# in Household	One	Two	Five	Seven
# Households	2	2	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.

TABLE 5: Replacement Housing Needs				
Bedroom Size	Studio	One	Two	Three
# Needed	1	1	2	2

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 June 2010, three respondent Project households qualify as extremely low income (less than 30% of area median), two households qualify as very low income (31%-50% of area

median) and one household qualifies as low income (51%-80% of area median). **Table 6** below outlines this information.

TABLE 6: Income Levels of Tenant Households				
Income Level	Extremely Low	Very Low	Low	Moderate
# Households	3	2	1	0

6. *Ethnicity / Language*

All respondent households in the Project reported their ethnicity as Hispanic. Four respondent households identified English and two households identified Spanish 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 mentioned Riverside and San Bernardino as alternate locations and another would move to Salton Sea or North Shore.

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. Homes for Sale

Replacement for sale 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.

TABLE 7: Availability and Cost of Replacement For Sale Housing			
Bedroom Size	One	Two	Three
# Found (# Needed)	1 (1)	4 (2)	8 (1)
Asking Price Range	\$150,000	\$75,000-\$99,500	\$79,000-\$104,900
Median Asking Price	\$150,000	\$94,000	\$100,950

2. Replacement Units for Rent

One studio unit and one three-bedroom rental units are required to satisfy Project tenant requirements. The rental survey identified seven studio/one-bedroom units available on the market ranging from \$525 to \$700 per month with median asking rent of \$575. Three-bedroom units range from \$900 to \$1,475 per month with median asking rent of \$1,250.

3. 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. There are two potential Agency projects in the works in

Relocation Plan for the Middleton Crossings Project - Thermal, California

Thermal, both involving mobile home relocations. The Project will not likely compete for the replacement housing resources with the two mobile home park projects. 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. Inform eligible Project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits;
3. Determine the needs of each residential displacee eligible for assistance;
4. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement;

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.*
5. Provide transportation to residential displacees, if necessary, to inspect replacement sites within the local area;
 6. Offer special assistance to help elderly or disabled tenants find housing near friends, relatives, medical facilities, and services and convenient transportation;
 7. 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 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.

TABLE 9: Computation of Rental Assistance Payments		
1. Old Rent	\$650	Old Rent, plus Utility Allowance
or		
2. Ability to Pay	\$700	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 or 2	\$650	Base Monthly Rental
Subtract From:		
4. Actual New Rent	\$750	Actual New Rent including Utility Allowance
or		
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
Rental Assistance	\$4,200	Multiply line 7 by 42 months

*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. *Replacement Housing Payment to 180 Day Residential Owner-Occupants*

Residential owner-occupants who have established residency for at least 180 days prior to the Agency's offer to purchase may be eligible for a replacement housing payment determined by the aggregate value of three separate compensation elements: a) Purchase Price Differential; b) Mortgage Interest Differential; and, c) Incidental Expenses.

- **Purchase Price Differential**

The Purchase Price Differential is based on three factors:

Acquisition Price - The final price paid by the Agency for the Project dwelling;

Actual Replacement Housing Purchase Price - The actual price paid for a replacement dwelling; and,

Comparable Replacement Cost - The cost of a decent, safe and sanitary dwelling comparable to the dwelling acquired by the Agency.

The purchase price differential amount is determined by comparing the final acquisition price of the Project residence to the lesser of the actual price paid for a replacement home or the price of a comparable available decent, safe and sanitary dwelling. If the purchase price of a replacement home is less than the cost of a comparable replacement home, the payment will be limited to the actual difference. If the purchase price exceeds the cost of a comparable replacement home, the payment will be based on the cost of the comparable replacement home.

Replacement housing referrals to owner-occupants will match, as closely as possible, current housing circumstances. The calculation of purchase price differential payments to owner-occupants of multifamily properties will be determined by comparing the pro-rated value of the portion of the property in which they live as compared to the comparable element of a replacement property.

- **Mortgage Interest Differential**

The Mortgage Interest Differential Payment is intended to compensate homeowners for any increase in interest costs between the acquired dwelling and the comparable replacement dwelling. Computation of the payment is based upon three factors: 1) the remaining term and amount(s) of the current mortgage or mortgages 2) the current type of mortgage product (i.e. fixed vs. variable) 3) a comparison of the mortgage interest rate for the acquired dwelling relative to the lesser of the current market rate or the actual new rate for a similar mortgage product. To be eligible for this payment, the mortgage on the dwelling being acquired must have been in place, as a valid lien, for at least 180 days prior to the Agency's initial written offer to purchase.

- **Incidental Expenses - Closing Costs**

One-time, non-recurring closing costs associated with the purchase of a comparable, replacement dwelling are compensable. Examples of such compensable expenses include costs for: a property survey; preparation of a legal description and deed; recording fees; title insurance; revenue stamps and customary transfer taxes; loan application fees; loan origination fees; appraisal fees; a credit report; certification for structural soundness; and,

termite inspection, when required. Prepaid recurring expenses for mortgage interest, property taxes and insurance are not compensable.

C. *Last Resort Housing*

Depending on current market conditions, the Agency anticipates that it might be necessary to make rental assistance payments in excess of the statutory cap of \$5,250, (CCR Title 25, Chapter 6, Section 6104) and replacement housing payments to owner-occupants in excess of the statutory cap of \$22,500, (CCR Title 25, Chapter 6, Section 6102) to assure the availability of comparable replacement rental and for-sale housing. Rental assistance payments to low-income non 90-day tenants and rental assistance and replacement housing payment amounts in excess of the statutory caps are considered (CCR Title 25, Chapter 6, Section 6139) to be Last Resort Housing payments.

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 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.

D. *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;
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.

E. 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 C**) 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 relocatee. The NOE to residential relocatees 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;

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 D**) 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 February 2011. 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 **six permanent** displacees and including a 10% contingency, is **\$256,850**.

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, C, of this Plan to meet its obligation under the relocation regulations.

EXHIBIT A
RESIDENTIAL INTERVIEW FORM

EXHIBIT B

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.

Area Median: \$65,000					
Family Size	Extremely Low	Very Low	Lower	Median	Moderate
1 Person	13,650	22,750	36,400	45,500	54,600
2 Person	15,600	26,000	41,600	52,000	62,400
3 Person	17,550	29,250	46,800	58,500	70,200
4 Person	19,500	32,500	52,000	65,000	78,000
5 Person	21,100	35,100	56,200	70,200	84,250
6 Person	22,650	37,700	60,350	75,400	90,500
7 Person	24,200	40,300	64,500	80,600	96,700
8 Person	25,750	42,900	68,650	85,800	102,950

Figures are per the Department of Housing and Community Development (California), Division of Housing Policy Development, **June 17, 2010**.

EXHIBIT C
RESIDENTIAL INFORMATIONAL BROCHURE

EXHIBIT D
PUBLIC COMMENTS AND RESPONSE

2 RDA RESOLUTION NO. 2011-003
3 AUTHORIZATION TO PURCHASE REAL
4 PROPERTY IN THERMAL APN 751-160-004
5 MIDDLETON AND 66TH STREET PROJECT
6 (Fourth Supervisorial District)

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

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

16 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, the
17 Agency began receiving tax increment from the Project Area in January 1989, and
18 continues to receive annual tax increment revenue;

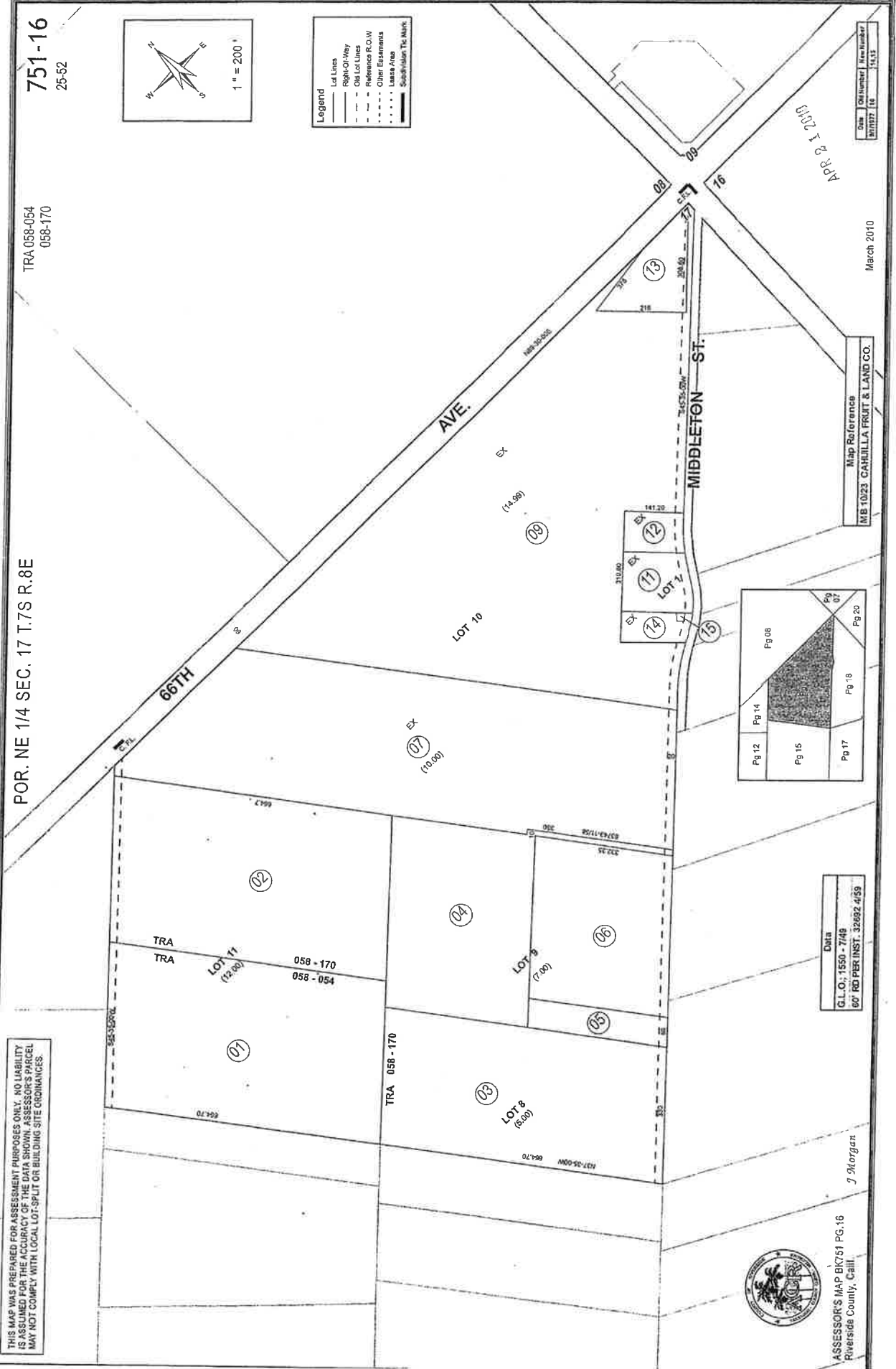
19 **WHEREAS**, pursuant to the provisions of the Community Redevelopment Law,
20 Section 33391 of the Health and Safety Code, the Agency may acquire, within a survey
21 area or for purpose of redevelopment, any interest in real property;

22 **WHEREAS**, the Agency has agreed on a \$325,000 purchase price, based on an
23 independent fee appraisal report, for Assessor's Parcel Number 751-160-004 (the
24 "Property"), more particularly described in Exhibit "A" attached hereto and made a part
25 hereof;

26 **WHEREAS**, the Property is approximately 3.5 acres of occupied land, therefore,
27 relocation assistance of households will be required;

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

Exhibit "A"

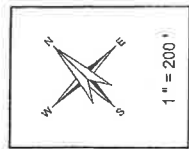


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR. NE 1/4 SEC. 17 T.7S R.8E

751-16
25-52

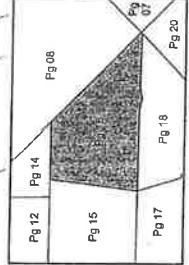
TRA 058-054
058-170



Legend

- Lid Lines
- Right-of-Way
- Old Lot Lines
- Reference R.O.W.
- Other Easements
- Lease Area
- Subdivision The Mark

Data
G.L.O.: 1550 - 7749
60' RD PER INST. 32682 4/59



Map Reference
MB 1023 CAHULLA FRUIT & LAND CO.

March 2010

Date Old Number New Number
3/17/2010 16 15,13

APR 2 2010



ASSESSOR'S MAP BK751 PG.16
Riverside County, Calif

258



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

FROM: Redevelopment Agency

SUBMITTAL DATE:
November 17, 2010

SUBJECT: Adoption of RDA Resolution No. 2010-064, Notice of Intention to Purchase Real Property in the Desert Communities Project Area - District 4

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt RDA Resolution No.2010-064, Notice of Intention to purchase real property in the Thermal Sub-Area within the Desert Communities Project Area, County of Riverside; and
2. Direct the Clerk of the Board to give notice of this proposed purchase of real property pursuant to Health and Safety Code Section 33397 and Government Code 6063.

BACKGROUND: (Commences on Page 2)

Lisa Brandl
 Robert Field
 Executive Director
 By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 440,000	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

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for January 11, 2011 at 9:00 a.m.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: November 30, 2010

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

xc: RDA, Auditor, CIP, COB
 Pre. Agn. Ref.: N/A District: 4 Agenda Number:

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 11/17/10
 SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
 DATE: 11-18-10
 BY: *Anita C. Willis*
 ANITA C. WILLIS

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

BACKGROUND:

Redevelopment Agency (RDA) staff has successfully negotiated a settlement for the acquisition of property identified as Assessor's Parcel Number 751-160-004 with property owners and Co-Administrators Maria Elena Escobedo and Margarita Ramirez for a purchase price of \$325,000 plus escrow fees and miscellaneous costs associated with the acquisition. The negotiated price is consistent with current property values in the Thermal area based on an independent fee appraisal report.

The subject property consists of 3.5 acres with two houses and a mobile home and is occupied with five residential households made up of two owner and three tenant occupants. These tenants will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The proposed acquisition would be used for future redevelopment purposes in the Desert Communities Project Area. The property is located on 85750 Middleton Street in Thermal, County of Riverside.

RDA staff recommends that the Board of Directors adopt RDA Resolution No. 2010-064, Notice of Intention to Purchase Real Property in the Desert Communities Project Area.

This 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 of Assessor's Parcel Number 751-160-004:

Acquisition	\$325,000
Due Diligence	\$10,000
Labor	\$100,000
Title & Escrow Fees	\$5,000
Total	\$440,000

**RDA RESOLUTION NO. 2010-064
NOTICE OF INTENT TO PURCHASE REAL PROPERTY
IN THE DESERT COMMUNITIES PROJECT
APN: 751-160-004 (4TH Supervisorial District)**

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

WHEREAS, on December 23, 1986, the Riverside County Board of Supervisors adopted Ordinance No. 638 approving the redevelopment plan for Redevelopment Project Area 4-1986 which included territory in the community of Thermal; and

WHEREAS, On July 20, 1999, the Riverside County Board of Supervisors adopted Ordinance No. 795 approving the redevelopment plan, hereinafter the "Plan," for the Desert Communities Project Area, hereinafter referred to as "Project Area," and

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

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

WHEREAS, the Agency has identified Assessor's Parcel Number 751-160-004 as one of the parcels as the preferred site to acquire to facilitate the implementation of the redevelopment plan and will be used for redevelopment purposes with the Project Area; and

1 **WHEREAS**, the Agency will use the preferred site to complete the proposed
2 Middleton Avenue and 66th Street Project, hereinafter the "Proposed Project," which
3 the Agency is preparing to implement in Thermal within the vicinity of Middleton Street
4 and 66th Avenue; and

5 **WHEREAS**, Agency staff have, based on an independent fee appraisal report,
6 negotiated a purchase price of **\$325,000**, for one of the properties needed and
7 identified as Assessor's Parcel Number 751-160-004, hereinafter the "Property," more
8 particularly described in attached Exhibit "A" made a part hereof; and

9 **WHEREAS**, the property is within the Project Area; and

10 **WHEREAS**, the property will assist in the implementation of the Plan for the
11 Project Area; and

12 **WHEREAS**, prior to using the Property for the purpose described in the Plan,
13 the Agency understands and agrees to fully comply with the California Environmental
14 Quality Act.

15 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors
16 of the Redevelopment Agency for the County of Riverside, State of California, that
17 certain real property located within the County of Riverside, State of California, shown
18 on Exhibit "A" attached to this resolution, is desired by Agency for redevelopment
19 purposes and **NOTICE IS HEREBY GIVEN** that it is the intention of the Board of
20 Directors to purchase said real property pursuant to the provisions of Section 33391 of
21 the Health and Safety Code upon the following term and conditions:

22 1. The nature of the property to be purchased consists of approximately
23 152,460 sq. ft. or 3.5 +/- acres of improved land, located in the unincorporated area of
24 Thermal, County of Riverside, State of California.

25 2. The sellers of the subject property Co-Administrators Maria Elena
Escobedo and Margarita Ramirez.

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3. The purchase price of the property is \$325,000.

The agreement to purchase the property shall be considered by the Board of Directors on January 11, 2011, in the meeting room of the Board of Directors, County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California, 92501-3656, at 9:00am, or as soon thereafter as the agenda of the Board permits.

IT IS FURTHER RESOLVED that the Clerk of the Board is directed to give notice of this purchase pursuant to Health and Safety Code Section 33397 and Government Code 6063.

ROLL CALL:

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 Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: 
Deputy

FORM APPROVED COUNTY COUNSEL
BY: 
ANITA C. WILLIS
DATE: 1/15/10

TK:ra 13.727
S:\Real Property\TYPING\Docs-13.500 to 13.999\13.727.doc

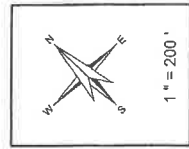
Exhibit "A"

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

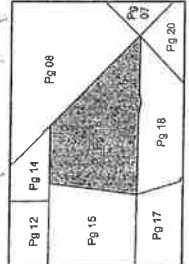
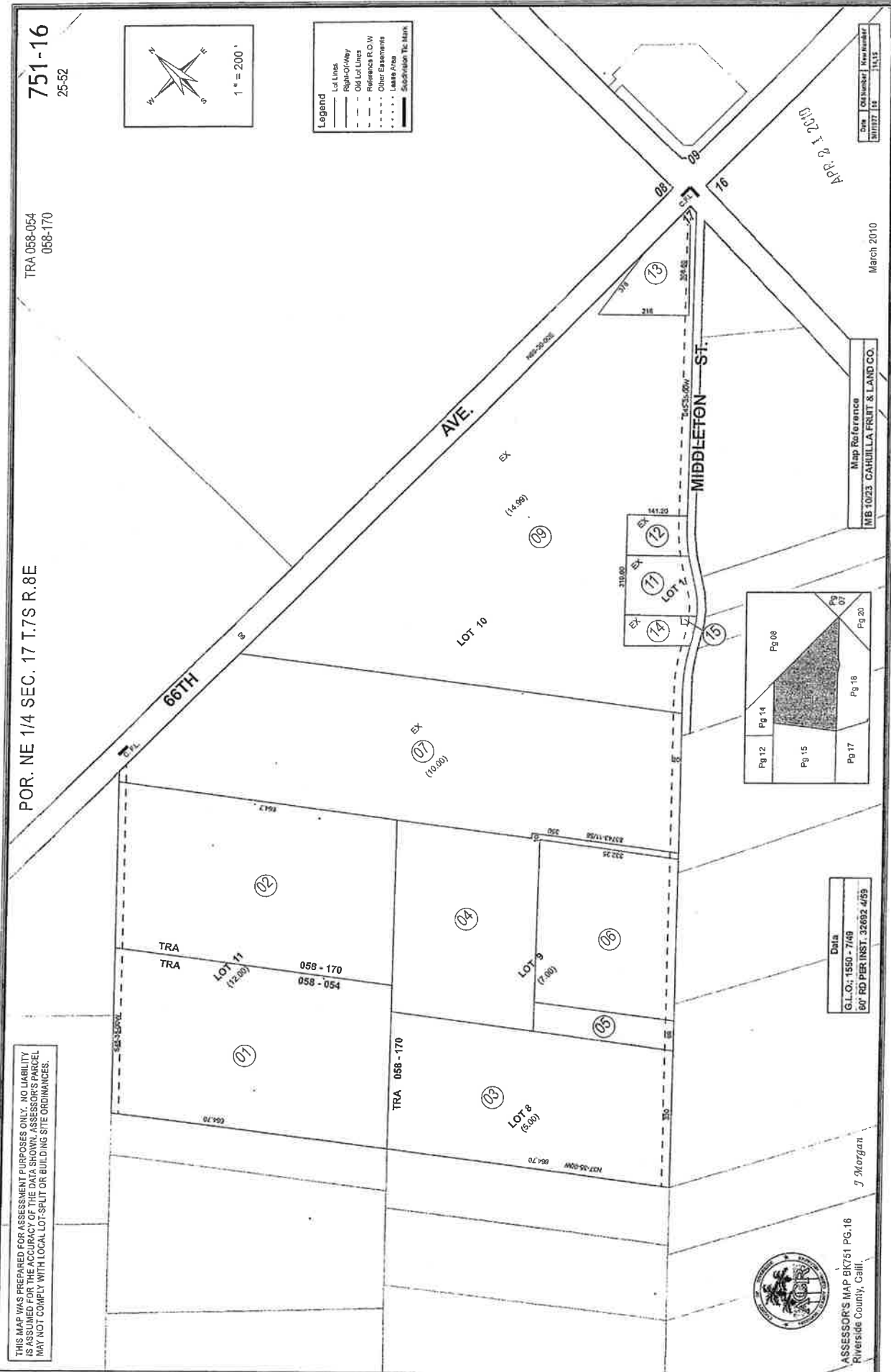
POR. NE 1/4 SEC. 17 T.7S R.8E

TRA 058-054
058-170

751-16
25-52



- Legend**
- Lot Lines
 - Right-of-Way
 - - - Old Lot Lines
 - - - Reference R.O.W.
 - - - Other Easements
 - · · Lease Stak
 - Subdivision Tie Mark



Data
G.L. O: 1550 - 7/08
60' RD PER INST. 32692 4/99

J Morgan



ASSESSOR'S MAP BK751 PG.16
Riverside County, Calif.

Map Reference
MB 10/23 CAHULLA FRUIT & LAND CO.

March 2010

Date: 04/21/2010
Sheet: 16
15,115



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

December 15, 2010

THE DESERT SUN
ATTN: LEGALS
P.O. BOX 2734
PALM SPRINGS, CA 92263

FAX (760) 778-4731
E-MAIL: legals@thedesertsun.com

RE: NOTICE OF PUBLIC MEETING: RDA RESOLUTION NO. 2010-064

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) SUNDAYS: December 19 and 26, 2010 and January 2, 2011.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Moeller, Charlene [CMOELLER@palmspri.gannett.com]
Sent: Wednesday, December 15, 2010 12:27 PM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: RDA RES. NO. 2010-064

Ad received and will publish on date(s) requested.

Charlene Moeller
Public Notice Customer Service Rep.
The Desert Sun Newspaper
750 N. Gene Autry Trail, Palm Springs, CA 92262
(760) 778-4578, Fax (760) 778-4731
Desert Sun legals@thedesertsun.com
& Desert Post Weekly dpwlegals@thedesertsun.com
The Coachella Valley's #1 Source in News & Advertising! Visit us at mydesert.com
Please Be Kind to the Environment; Think before you print.

From: Gil, Cecilia [<mailto:CCGIL@rcbos.org>]
Sent: Wednesday, December 15, 2010 12:14 PM
To: tds-legals
Subject: FOR PUBLICATION: RDA RES. NO. 2010-064

Hello! Attached is a Notice of Public Meeting, for publication on 3 Sundays: Dec. 19 and 26, 2010 and Jan. 2, 2011.
Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

RNA RESOLUTION NO. 2010-064
NOTICE OF INTENT TO PURCHASE REAL PROPERTY
IN THE DESERT COMMUNITIES PROJECT
APN: 751-160-004 (4TH Supervisorial District)

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

WHEREAS, on December 23, 1986, the Riverside County Board of Supervisors adopted Ordinance No. 638 approving the redevelopment plan for Redevelopment Project Area 4-1986 which included territory in the community of Thermal; and

WHEREAS, On July 20, 1999, the Riverside County Board of Supervisors adopted Ordinance No. 795 approving the redevelopment plan, hereinafter the "Plan," for the Desert Communities Project Area, hereinafter referred to as "Project Area," and

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

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

WHEREAS, the Agency has identified Assessor's Parcel Number 751-160-004 as one of the parcels as the preferred site to acquire to facilitate the implementation of the redevelopment plan and will be used for redevelopment purposes with the Project Area; and

WHEREAS, the Agency will use the preferred site to complete the proposed Middleton Avenue and 66th Street Project, hereinafter the "Proposed Project," which the Agency is preparing to implement in Thermal within the vicinity of Middleton Street and 66th Avenue; and

WHEREAS, Agency staff have, based on an independent fee appraisal report, negotiated a purchase price of **\$325,000**, for one of the properties needed and identified as Assessor's Parcel Number 751-160-004, hereinafter the "Property," more particularly described in attached Exhibit "A" made a part hereof; and

WHEREAS, the property is within the Project Area; and

WHEREAS, the property will assist in the implementation of the Plan for the Project Area; and

WHEREAS, prior to using the Property for the purpose described in the Plan, the Agency understands and agrees to fully comply with the California Environmental Quality Act.

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Redevelopment Agency for the County of Riverside, State of California, that certain real property located within the County of Riverside, State of California, shown on Exhibit "A" attached to this resolution, is desired by Agency for redevelopment purposes and **NOTICE IS HEREBY GIVEN** that it is the intention of the Board of Directors to purchase said real property pursuant to the provisions of Section 33391 of the Health and Safety Code upon the following term and conditions:

1. The nature of the property to be purchased consists of approximately 152,460 sq. ft. or 3.5 +/- acres of improved land, located in the unincorporated area of Thermal, County of Riverside, State of California.

2. The sellers of the subject property Co-Administrators Maria Elena Escobedo and Margarita Ramirez.

3. The purchase price of the property is \$325,000.

The agreement to purchase the property shall be considered by the Board of Directors on January 11, 2011, in the meeting room of the Board of Directors, County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California, 92501-3656, at 9:00am, or as soon thereafter as the agenda of the Board permits.

IT IS FURTHER RESOLVED that the Clerk of the Board is directed to give notice of this purchase pursuant to Health and Safety Code Section 33397 and Government Code 6063.

(INSERT EXHIBIT A)

ROLL CALL:

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 Supervisors on November 30, 2010.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

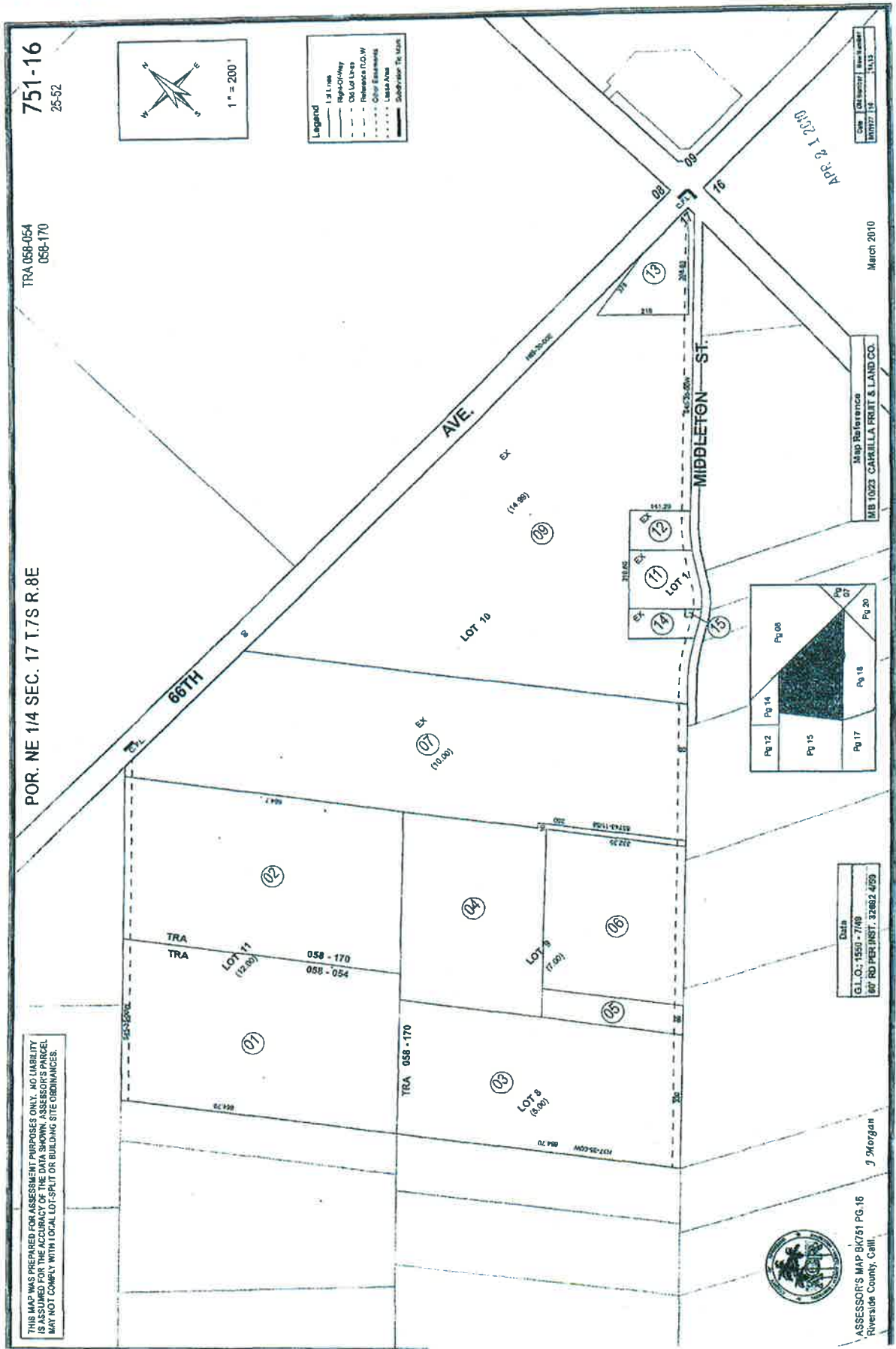
Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: December 15, 2010

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

Exhibit "A"



The Desert Sun

mydesert.com

750 N. Gene Autry Trail
Palm Springs, CA 92262
Billing Inquiries: (866) 875-0854
Main Office: (760) 322-8889

ADVERTISING INVOICE/STATEMENT

Make Checks payable to DESERT SUN PUBLISHING CO.
P.O. Box 677368 Dallas, TX 75267-7368
A finance charge of 1.5% per month(18% Annually) will be added to balances not paid by the 20th.

94

RIV0690000039525820059788810824

RIVERSIDE COUNTY-BOARD OF SUP.
PO BOX 1147
RIVERSIDE CA 92502-1147

Customer No.	Invoice No.
RIV069	0003952582
For the Period	Thru
12/27/10	01/30/11
Due Date	Amount Due
02/14/11	5,978.88
AMOUNT PAID	

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount
1227			BALANCE FORWARD						4,529.24
0110			PAYMENT - THANK YOU						1,618.82-
1219	CLS	0001	CECILIA NO 5376 NOTICE O	6	2	160.00	1920.00		812.80
0116	CLS	0001	CECILIA NO 213 BOARD OF	2	2	65.00	260.00		123.90
0116	CLS	0001	CECILIA NO 214 BOARD OF	2	2	64.00	256.00		122.24
0116	CLS	0001	CECILIA NO 215 BOARD OF	2	2	600.00	2400.00		1,012.00
0121	CLS	0001	KIMBERLY RECNO 275 NOTICE IN	4	2	79.00	632.00		278.28
0130	CLS	0001	CECILIA GIL NO 397 NOTICE O	2	2	339.00	1356.00		578.74
0130	CLS	0001	CECILIA GIL NO 398 NOTICE OF	2	2	75.00	300.00		140.50
									2011 FEB -8 PM 2:11
Current		Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	Total Due			
3,068.46		2,720.92	.00	.00	189.50	5,978.88			
Contract Type	Contract Qty.	Expiration Date	Current Usage	Total Used	Quantity Remaining	Salesperson			
						MOELLER			

4.4 of 11/30/10

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0003952582	

The Desert Sun
750 N Gene Autry Trail
Palm Springs, CA 92262
760-778-4578 / Fax 760-778-4731

Certificate of Publication

State Of California ss:
County of Riverside

Advertiser:

RIVERSIDE COUNTY-BOARD OF SUP.
4080 LEMON ST
RIVERSIDE CA 925013

2000239960

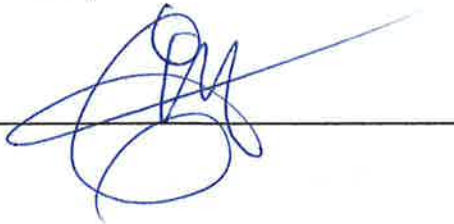
I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non paniel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper:	The Desert Sun		
12/19/2010	12/26/2010	1/2/2011	

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 2nd day of January, 2011 in Palm Springs, California.

Declarant



No 5376
NOTICE OF PUBLIC MEETING BEFORE
THE BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE

RDA RESOLUTION NO. 2010-064
NOTICE OF INTENT TO PURCHASE RE-
AL PROPERTY IN THE DESERT COM-
MUNITIES PROJECT APN: 751-160-004
(4TH Supervisorial District)

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

WHEREAS, on December 23, 1986, the Riverside County Board of Supervisors adopted Ordinance No. 638 approving the redevelopment plan for Redevelopment Project Area 4-1986 which included territory in the community of Thermal; and

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

WHEREAS, the Agency has identified Assessor's Parcel Number 751-160-004 as one of the parcels as the preferred site to acquire to facilitate the implementation of the redevelopment plan and will be used for redevelopment purposes with the Project Area; and

WHEREAS, the Agency will use the preferred site to complete the proposed Middleton Avenue and 66th Street Project, hereinafter the "Proposed Project," which the Agency is preparing to implement in Thermal within the vicinity of Middleton Street and 66th Avenue; and

WHEREAS, Agency staff have, based on an independent fee appraisal report, negotiated a purchase price of \$325,000, for one of the properties needed and identified as Assessor's Parcel Number 751-160-004, hereinafter the "Property," more particularly described in attached Exhibit "A" made a part hereof; and

WHEREAS, the property is within the Project Area; and

WHEREAS, the property will assist in the implementation of the Plan for the Project Area; and

WHEREAS, prior to using the Property for the purpose described in the Plan, the Agency understands and agrees to fully comply with the California Environmental Quality Act.

BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Redevelopment Agency for the County of Riverside, State of California, that certain real property located within the County of Riverside, State of California, shown on Exhibit "A" attached to this resolution, is desired by Agency for redevelopment purposes and NOTICE IS HEREBY GIVEN that it is the intention of the Board of Directors to purchase said real property pursuant to the provisions of Section 33391 of the Health and Safety Code upon the following term and conditions:

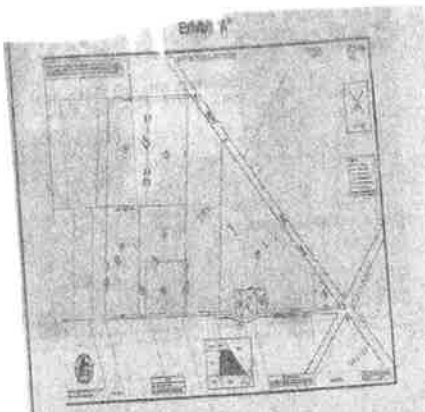
1. The nature of the property to be purchased consists of approximately 152,460 sq. ft. or 3.5 +/- acres of improved land, located in the unincorporated area of Thermal, County of Riverside, State of California.

2. The sellers of the subject property Co-Administrators Maria Elena Escobedo and Margarita Ramirez.

3. The purchase price of the property is \$325,000. The agreement to purchase the property shall be considered by the Board of Directors on January 11, 2011, in the meeting room of the Board of Directors, County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California, 92501-3656, at 9:00am, or as soon thereafter as the agenda of the Board permits.

IT IS FURTHER RESOLVED that the Clerk of the Board is directed to give notice of this purchase pursuant to Health and Safety Code Section 33397 and Government Code 6063.

NOT FREE
88-258-3007



ROLL CALL:
 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 Supervisors on November 30, 2010.

KECIA HARPER-IHEM, Clerk of said Board
 By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: December 15, 2010
 Kecia Harper-Ihem, Clerk of the Board
 By: Cecilia Gil, Board Assistant

Published: 12/19, 12/26/10, 1/2/11

RECEIVED RIVERSIDE COUNTY
 CLERK/BOARD OF SUPERVISORS
 2011 JAN -5 PM 1:43

ACQUISITION AGREEMENT

This agreement is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency", and MARGARITA RAMIREZ AND MARIA ELENA ESCOBEDO, CO AD-MINISTRATORS OF THE ESTATE OF ROSA GUERRA, herein called "Grantor".

Grantor has executed and will deliver to Tracy Kaiser, Development Specialist III of behalf of the Agency or to the designated escrow company, a duly executed Grant Deed dated _____, 20__, conveying title in the real property identified as APN 751-0160-004, in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of **\$325,000** 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 all 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. Provide appropriate relocation benefits to the occupants within the
3 dwellings located on Grantor's property, provided they give appropriate documentation of
4 their place of residence.

5 2. Grantor shall:

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

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

28 3. Any and all moneys payable under this contract, up to and including the total

1 amount of unpaid principal and interest on the note secured by Deed of Trust recorded
2 December 13, 2009, as **Instrument No. 2009-0649261 of Official Records** of Riverside
3 County, shall, upon demand, be made payable to the beneficiary entitled thereunder; said
4 beneficiary to provide a reconveyance as to APN 751-160-004, and to furnish Grantor with
5 good and sufficient receipt showing said moneys credited against the indebtedness
6 secured by said Deed of Trust of \$27,500.

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

9 4. Any and all moneys payable under this contract, and not demanded by the
10 beneficiary under the first Deed of Trust hereinabove referred to, up to and including the
11 total amount of the unpaid principal and interest on the note secured by Deed of Trust
12 recorded September 3rd, 2008, as **Instrument No. 0485658, of Official Records** of
13 Riverside County, shall, upon demand be made payable to the beneficiary entitled
14 thereunder; said beneficiary to furnish Grantor with good and sufficient receipt showing
15 said moneys credited against the indebtedness secured by said Deed of Trust, if any.

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

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

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

25 9. Grantor recognizes and understands that the consideration hereunder may
26 originate from local, state, and/or federal sources; and therefore, Agency shall have the
27 right to terminate this transaction if:

28 A. Such funding is reduced or otherwise becomes unavailable, based on

1 Agency's annual fiscal budget.

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

4 C. If Agency in its sole discretion determines that the Premises are no
5 longer suitable for its use for any reason or cause. Agency shall provide Grantor with
6 written notification of its election to terminate this transaction at least 45 days prior to the
7 date of close of escrow. Agency's notice shall state reason for its termination.

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

12 11. The performance by the Agency of its obligations under this agreement shall
13 relieve the Agency of any and all further obligations or claims on account of the acquisition
14 of the property referred to herein or on account of the location, grade, or construction of the
15 proposed public improvement.

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

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

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

28 ///

1 15. Grantor, their assigns and successors in interest, shall be bound by all the
2 terms and conditions contained in this agreement, and all the parties thereto shall be jointly
3 and severally liable thereunder.
4
5
6


7 **REDEVELOPMENT AGENCY**
8 **FOR THE COUNTY OF RIVERSIDE**

9 By: 
10 **BOB BUSTER** Chairman
11 Board of Directors

12 **ATTEST:**
13 Kecia Harper-Ihem
14 Clerk of the Board

15 By: 
16 Deputy

17 **MARGARITA RAMIREZ AND MARIA**
18 **ELENA ESCOBEDO, CO-ADMINISTRATORS**
19 **OF THE ESTATE OF ROSA GUERRA**

17 By: 
18 Margarita Ramirez
19 Co-Administrator

20 **APPROVED AS TO FORM:**
21 Pamela J. Walls
22 County Counsel

22 By: 
23 Deputy

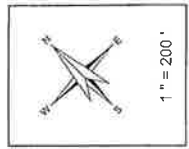
20 By: 
21 Maria Elena Escobedo
22 Co-Administrator

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWING ASSESSORS' LEVEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

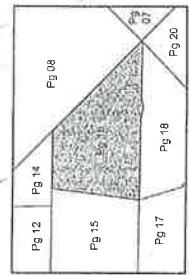
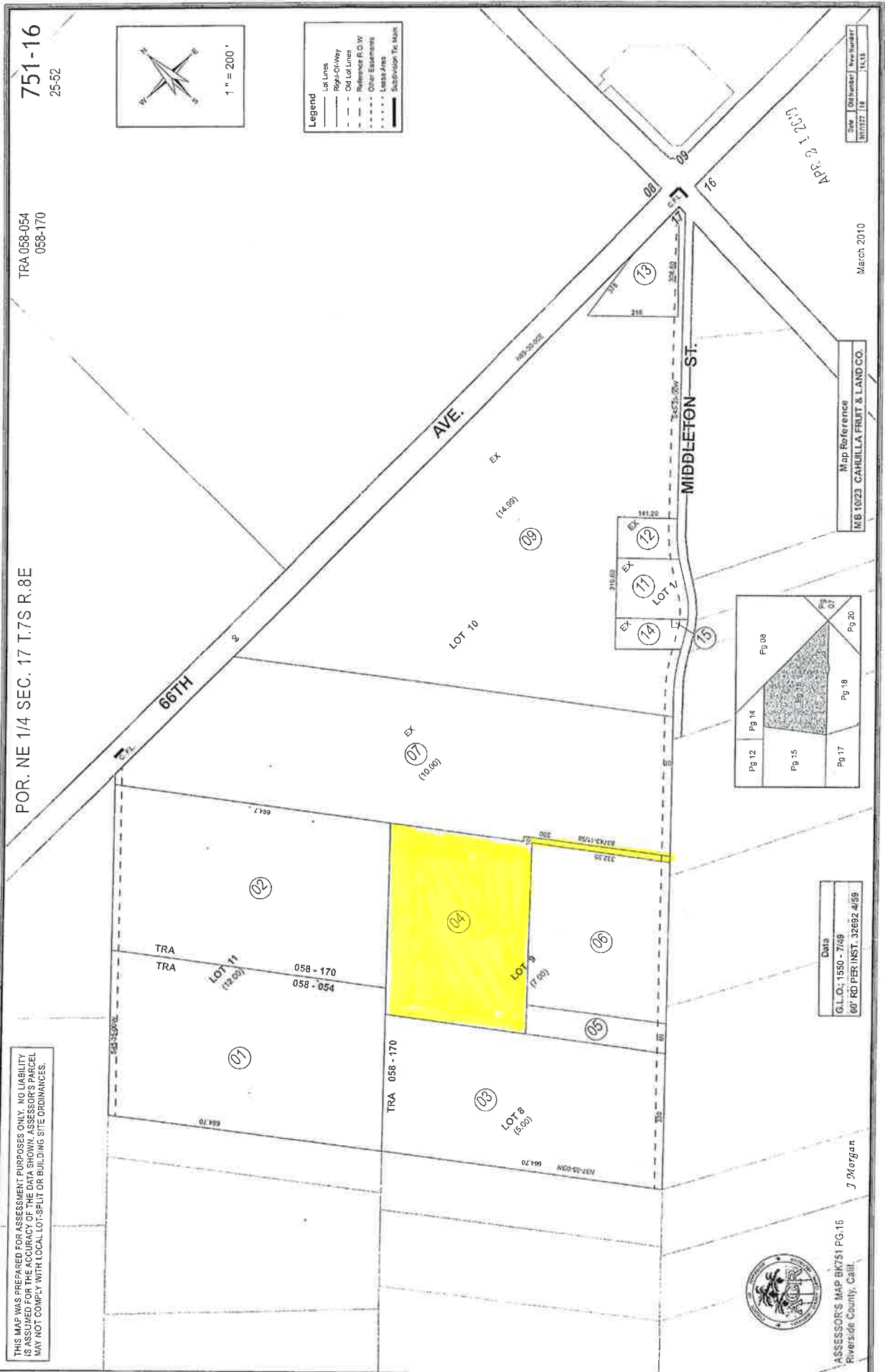
POR. NE 1/4 SEC. 17 T.7S R.8E

TRA 058-054
058-170

751-16
25-52



- Legend**
- Lot Lines
 - Right-Of-Way
 - Old Lot Lines
 - Reference P.O.W.
 - Other Easements
 - Lease Area
 - Subdivision Tie Mark



Data
G.L.O.: 1550 - 7/49
60' RD PER INST. 32692.4/59

J Morgan

ASSESSOR'S MAP BK751 PG-16
Riverside County, Calif.



Map Reference
MB 1023 CAHILLA FRUIT & LAND CO.

March 2010

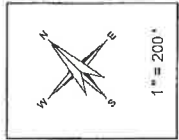
Size: 08 Number: 116
Sheet: 18 of 18

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSORS LABEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

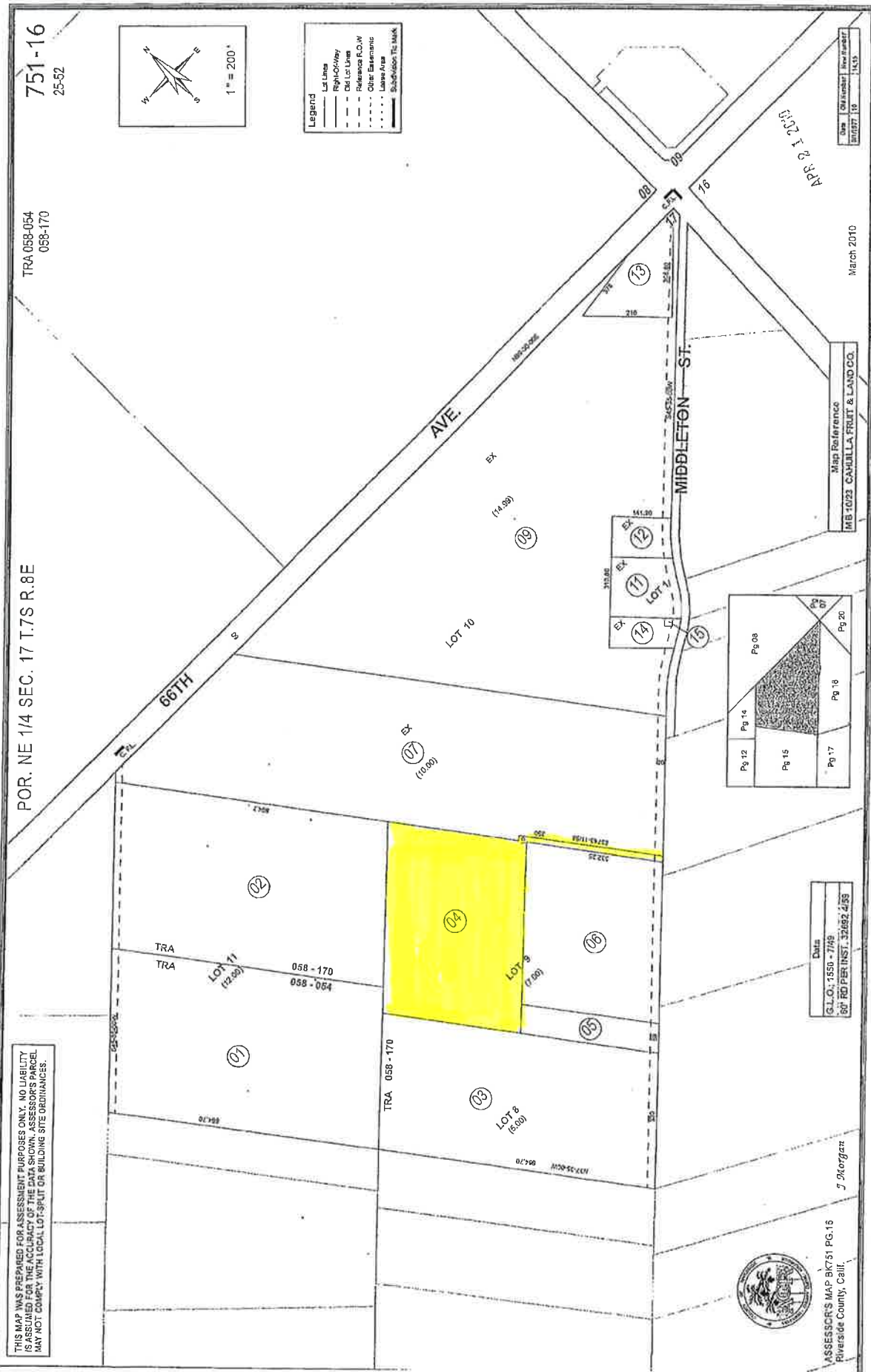
POR. NE 1/4 SEC. 17 T.7S R.8E

TRA 058-054
058-170

751-16
25-52



- Legend
- Lot Line
 - Rgn-Of-Way
 - Old Lot Lines
 - Reference P.O.W
 - Other Easements
 - Lease Area
 - Subdivision File MARK



Pg 12	Pg 14	Pg 08
Pg 15	Pg 18	Pg 07
Pg 17		Pg 20

Date: G.L.O.: 1550 - 7149
80' RD PERINST. 32062 4/59

Date: 01/27/10
Prepared: 1/15/10

March 2010

Map Reference
MB 1023 CANILLA FRUIT & LAND CO.



ASSESSOR'S MAP 81751 PG. 16
Riverside County, Calif.
J Morgan

MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Robert Field
Assistant County Executive Officer/EDA

TO: Kecia Harper-Ihem, Clerk of the Board

FROM: Bonnie Perez, Real Property Coordinator
Real Property Division

DATE: June 17, 2014

SUBJECT: Middleton & 66th Project
Re-Recorded Grant Deed

Attached please find the original Grant Deed for the Middleton & 66th Project. This transaction was approved on January 11, 2011, Item #4.2. Recently it was discovered that there was no legal description attached and was advised by the Title Company to have it re-recorded to correct the error.

If you have any questions, please email or call me at x52359. Thank you.

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2014 JUN 18 PM 3:50

2014-6-123100



MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Robert Field
Assistant County Executive Officer/EDA

TO: Kecia Harper-Ihem, Clerk of the Board

FROM: Bonnie Perez, Real Property Coordinator
Real Property Division

DATE: August 9, 2011

SUBJECT: Middleton & 66th Project
Grant Deed

Attached please find the original grant deed for the Middleton & 66th Project, Agenda Number 4.2, dated January 11, 2011.

If you have any questions, please email or call me at x52359. Thank you

Attachment

3011 AUG 30 6 45 53
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

DOC # 2014-0198953

05/30/2014 12:58 PM Fees: \$0.00

Page 1 of 8

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

LAWYERS TITLE

RECORDING REQUESTED BY:

**WHEN RECORDED MAIL TO WITH
TAX STATEMENTS TO:**

*Redevelopment Agency for the
County of Riverside
P.O. Box 1180
Riverside Ca, 92502-1180
Attn: Real Estate Division
610673069 DTT-0.00 EXEMPT
APN-751-160-004*

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

GRANT DEED

**THIS DEED IS BEING RECORDED TO ADD THE LEGAL DISCRIPTION THAT WAS
PREVIOUSLY OMETED FROM RECORDING ON 7-14-2011 AS INSTRUMENT NO. 2011-
0308152 OF OFFICIAL RECORDS.**

**THIS AREA FOR
RECORDER'S
USE ONLY**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

23

Lawyers Title

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

WITH TAX STATEMENTS

FREE RECORDING

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

Project: MIDDLETON & 66TH PROJECT

TRA-058-170
610673069

751-160-004-8

GRANT DEED

DTT: 0.00 Exempt

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

MARGARITA RAMIREZ AND MARIA ELENA ESCOBEDO, co- administrators of the
Estate of Rosa Guerra

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, described as:

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

Date: 3-14-11

By: Margarita Ramirez
MARGARITA RAMIREZ

By: _____
MARIA ELENA ESCOBEDO

State of California
County of RIVERSIDE

Signed IN Counterpart

On 3-14-11 before me, MARIA TERESA GARCIA, Notary Public, personally
appeared MARGARITA RAMIREZ, 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 Maria Teresa Garcia (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

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

Project: MIDDLETON & 66TH PROJECT
APN: 751-160-004

GRANT DEED

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

MARGARITA RAMIREZ AND MARIA ELENA ESCOBEDO, co- administrators of the
Estate of Rosa Guerra

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, described as:

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

Date: 6-10-11

By: Margarita Ramirez
MARGARITA RAMIREZ

By: Maria Elena Escobedo
MARIA ELENA ESCOBEDO

State of California)
County of RIVERSIDE

Signed IN Counterpart

On June 23, 2011 before me, MARY M. HAAS, Notary Public, personally
appeared MARIA ELENA ESCOBEDO, 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 Mary M. Haas (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On June 10, 2011 before me, Joseph A. LaMantia, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margarita Ramirez
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

EXHIBIT "A"

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

Parcel 1:

The Northwestern half of Lot 9 of the "Subdivision of a portion of Section 17, Township 7 South, Range 8 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by map of file in Book 10, Page 23 of Maps, Riverside County Records; the Southeasterly line of said Northwestern half being parallel with the Northwestern line of said Lot.

Parcel 2:

A strip of land 10 feet wide, for road purposes, described as follows: Beginning at the most Southerly corner of Lot 10 of the "Subdivision of a portion of Section 17, Township 7 South, Range 8 East, San Bernardino Base and Meridian, as shown by Map on file in Book 10, Page 23 of Maps, Riverside County Records; thence Northwesternly, along the Southwesterly line of said Lot, 350 feet; thence at a right angle Northeasterly 10 feet; thence at a right angle Southeasterly, parallel with the Southwesterly line of said Lot, 350 feet, to the Southeasterly line thereof; thence Southwesterly, along the Southeasterly line of said Lot 10 feet, to the point of beginning.

APN: 751-160-004

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Joseph A. La Mantia

COMMISSION NO: 1785832

PLACE OF EXECUTION: Riverside, CA

DATE COMMISSION EXPIRES: Jan 13, 2012

MANUFACTURER/VENDER NO: NNAY

SIGNATURE: Michael Duff DATE: 5-30-14

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: 7-11-11

By: 
Robert Field, Executive Director

EXHIBIT "A"

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

Parcel 1:

The Northwesterly half of Lot 9 of the "Subdivision of a portion of Section 17, Township 7 South, Range 8 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by map of file in Book 10, Page 23 of Maps, Riverside County Records; the Southeasterly line of said Northwesterly half being parallel with the Northwesterly line of said Lot.

Parcel 2:

A strip of land 10 feet wide, for road purposes, described as follows: Beginning at the most Southerly corner of Lot 10 of the "Subdivision of a portion of Section 17, Township 7 South, Range 8 East, San Bernardino Base and Meridian, as shown by Map on file in Book 10, Page 23 of Maps, Riverside County Records; thence Northwesterly, along the Southwesterly line of said Lot, 350 feet; thence at a right angle Northeasterly 10 feet; thence at a right angle Southeasterly, parallel with the Southwesterly line of said Lot, 350 feet, to the Southeasterly line thereof; thence Southwesterly, along the Southeasterly line of said Lot 10 feet, to the point of beginning.

APN: 751-160-004



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

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

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

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

ASSESSOR'S PARCEL NO. 751-160-004-8 I declare that the documentary transfer tax for this
Property Address: 85750 Middleton St, Thermal transaction is: \$ 0 Exempt

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

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

1. ___ Section 11911. The document is a lease for a term of less than thirty-five (35) years (including options).
2. ___ Section 11911. The easement is not perpetual, permanent, or for life.
3. ___ Section 11921. The instrument was given to secure a debt.
4. Section 11922. The conveyance is to a governmental entity or political subdivision.
5. ___ Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
6. ___ Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
7. ___ Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
8. ___ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
9. ___ Section 11930. The conveyance is an *inter vivos* gift* or a transfer by death.
*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.
10. ___ Section 11930. The conveyance is to the grantor's revocable living trust.
11. ___ Other (Include explanation and authority) _____

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

Executed this 10 day of March, 2011 at Riverside CA
City State

Signature of Affiant: [Handwritten Signature]
Name of Firm (if applicable): Redevelopment Agency for the County of Riverside

Printed Name of Affiant: Hector Casillas
Address of Affiant: 3403 10th St, Ste 500, Riverside CA 92501
Telephone Number of Affiant (including area code): (951) 955-8395

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

For Recorder's Use:

Attach PCOR Label Here

MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

Robert Field
Assistant County Executive Officer/EDA

TO: Kecia Harper-Ihem, Clerk of the Board

FROM: Bonnie Perez, Real Property Coordinator
Real Property Division

DATE: August 30, 2011

SUBJECT: Middleton & 66th Project
Title Policy

Attached please find the original Title Policy for the Middleton & 66th Project. This transaction was approved on January 11, 2011, Item #4.2.

If you have any questions, please email or call me at x52359. Thank you.

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 JUN 18 PM 3:58

2011 JUN 18 PM 3:20

RECEIVED BOARD OF SUPERVISORS
RIVERSIDE COUNTY, CA

2011-9-109283



Lawyers Title Company
3480 Vine Street Suite 100
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

August 9, 2011

Redevelopment Agency for the
County of Riverside
P.O. Box 1180
Riverside, CA 92502-1180
Attn: Real Estate Division

YOUR REF: 7606578
OUR NO.: 610673069
Property: 85750 Middleton Street, Thermal, California

Dear Customer:

On behalf of Lawyers Title - IE, please find your ALTA Owners 2006 Policy of Title Insurance.

NOTE: Your policy is a computer generated product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting Lawyers Title - IE for your transactional management needs.

Enclosure

This policy has been issued through the offices of



Lawyers Title Company
3480 Vine Street Suite 100
Riverside, CA 92507
Phone: (951) 774-0825
Fax: ()

We wish to take this opportunity to thank you for allowing us to assist you in your recent real estate transaction. We appreciate your confidence in us and take pride in our ability to service all your title needs.

The enclosed title policy was carefully prepared in accordance with your agent's instruction and should be kept in a safe place with your other important documents as it continues to protect you as long as you have an interest in the subject real property.

We hope we can be of assistance to you in all your future real estate transactions.

Cordially,

A handwritten signature in cursive script, appearing to read 'James M. John', written over a horizontal line.

James M. John

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Commonwealth Land Title Insurance Company, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or

(d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, **COMMONWEALTH LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed by its duly authorized officers.

**Lawyers Title, A Division of Commonwealth
Land Title Insurance Company**

Michele Bombardieri

Countersigned



Commonwealth Land Title Insurance Company

By:

Robert M. Pappas

President

ATTEST

[Signature]

Secretary

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) 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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(c) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "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. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions,

at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the 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.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the 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 the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance.

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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, 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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (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.

8. 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.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the

Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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

(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, adverse to the Title, as insured.

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration

Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 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 \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it 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 that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this

policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance as successor in interest to Commonwealth Land Title Insurance Company Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

Commonwealth Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Lawyers Title - IE
3480 Vine Street Suite 100
Riverside, CA 92507

Policy/File No.: 610673069

Address Reference: 85750 Middleton Street, Thermal, California

Amount of Insurance: \$325,000.00

Premium: \$1,075.00

Endorsement Fees: \$None

Date of Policy: July 14, 2011 at 8:00 AM

1. Name of Insured:
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
2. The estate or interest in the Land that is insured by this policy is:
A FEE as to Parcel 1;
AN EASEMENT more fully described below as to Parcel 2
3. Title is vested in:
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
4. The Land referred to in this policy is described as follows:
See Exhibit A attached hereto and made a part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Owner's Policy (6/17/06)

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EXHIBIT A
LEGAL DESCRIPTION

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

Parcel 1:

The Northwestern half of Lot 9 of the "Subdivision of a portion of Section 17, Township 7 South, Range 8 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by map of file in Book 10, Page 23 of Maps, Riverside County Records; the Southeasterly line of said Northwestern half being parallel with the Northwestern line of said Lot.

Parcel 2:

A strip of land 10 feet wide, for road purposes, described as follows: Beginning at the most Southerly corner of Lot 10 of the "Subdivision of a portion of Section 17, Township 7 South, Range 8 East, San Bernardino Base and Meridian, as shown by Map on file in Book 10, Page 23 of Maps, Riverside County Records; thence Northwesternly, along the Southwesterly line of said Lot, 350 feet; thence at a right angle Northeasterly 10 feet; thence at a right angle Southeasterly, parallel with the Southwesterly line of said Lot, 350 feet, to the Southeasterly line thereof; thence Southwesterly, along the Southeasterly line of said Lot 10 feet, to the point of beginning.

APN: 751-160-004

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

Part I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**SCHEDULE B
Part II**

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2011 – 2012 which are a lien not yet payable.
- B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
1. Water rights, claims or title to water, whether or not shown by the public records.
2. An easement for the purpose shown below and rights incidental thereto as set forth in a document
- Purpose: build and maintain an underground pipe lines and necessary devices and appurtenances
Recorded: March 17, 1972 as Instrument No. 35949 of Official Records
Affects: said land more particularly described therein.
3. The fact that said land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.
- Redevelopment Agency: California Community Redevelopment Law
Recorded: February 6, 2009 as Instrument No. 2009-0057439 of Official Records

END OF SCHEDULE B

Endorsements: NONE

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

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

SPEAKER'S NAME: Vincent Yzaguirre
Deputy Director of Real Estate/EDA

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: 951 955-9011
Redevelopment Agency Meeting

Date: 1-11-11 **Agenda #** 4.2-

PLEASE STATE YOUR POSITION BELOW:

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

_____ **Support** _____ **Oppose** **Neutral**
Form II Clarification

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

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

1-11-11 4.2