

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

652 C



FROM: Economic Development Agency

SUBMITTAL DATE:
February 23, 2011

SUBJECT: Resolution No. PFA 2011-04, Notice of Intention to Convey Real Property Interests in Property Located East of Lime Street & West of Highway 91, between 11th & 12th Streets in the City of Riverside, California; Possession & Use Agreement with Riverside County Transportation Commission

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution No. PFA 2011-04, Notice of Intention to Convey a Real Property Interests located east of Lime Street & west of Highway 91, between 11th & 12th Streets in the City of Riverside, California, consisting of portions of Assessor's Parcel Number 215 -310-007, to the Riverside County Transportation Commission; and
2. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061; and,

(Continued)

Robert Field
Assistant County Executive Officer/EDA

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

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY:
Jennifer I. Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE PUBLIC FINANCING AUTHORITY

On motion of Director Ashley, seconded by Director Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for Tuesday, March 29, 2011 at 9:00 a.m.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: March 1, 2011
xc: EDA, E.O., RCTC, COB

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.:

District: 2

Agenda Number:

5.2

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 2/23/11
DATE: 2/23/11
DALE A. GARDNER
Departmental Concurrence

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

Economic Development Agency

Resolution No. PFA 2011-04, Notice of Intention to Convey Real Property Interests in Property Located East of Lime Street & West of Highway 91, between 11th & 12th Streets in the City of Riverside, California; Possession & Use Agreement with Riverside County Transportation Commission

February 23, 2011

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RECOMMENDED MOTION: (Continued)

3. Approve the Possession & Use Agreement between the Riverside County Public Finance Authority, the State of California Department of General Services, and the Riverside County Transportation Commission for the right to construct on land identified as Assessor Parcel Number 215-310-007.

BACKGROUND:

The Riverside County Transportation Commission (RCTC) is the lead agency on a multitude of highway improvement projects in Riverside County, including the SR-91 HOV project, which is intended to add high occupancy vehicle (HOV) lanes to Highway 91 from Adams Street to the 60/91/215 interchange, in both directions. The project will also improve ramps, bridges and freeway access, and it will close a six mile HOV gap. Included in this project is realignment of the 9th Street onramp to 10th Street, relocation of existing sewer facilities to 12th Street (connecting to the existing line that services the State Appellate Court building), and the construction of an overhead ramp that will eliminate fourteen parking stalls on the subject property on an interim basis.

The anticipated duration of the impact of the project to this property is 18 months. RCTC will provide for replacement parking at the CAC on an interim basis, at RCTC expense.

Pursuant to Government Code Section 25365, Riverside County Public Finance Authority (RCPFA) may transfer or exchange interests in real property belonging to RCPFA to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein is not required for RCPFA use.

On December 16, 2010, RCTC presented a revised offer to the County of Riverside on behalf of RCPFA to purchase various fee and easement interests, along with a temporary construction easement. The amount of the offer is \$110,000.00.

RCPFA intends to convey to the Riverside County Transportation Commission District, by appropriate instruments, varying interests in real property located in the City of Riverside, located east of Lime Street & west of Highway 91, between 11th & 12th Streets in the City of Riverside, California, consisting of portions of Assessor's Parcel No. 215-310-007 as depicted on Exhibit A (Master Parcel) and more particularly described in Exhibit B-1, B-2, C-1 and C-2, Legal Descriptions and depictions.

In the interim, in order for RCTC to obtain Caltrans right of way certification, staff recommends that RCPFA enter into the Possession & Use Agreement, which will protect the project funding and enable construction bidding to begin while the property acquisition details are finalized. This Possession & Use Agreement grants an irrevocable right to RCTC to possess and use the described real property to further its SR-91 HOV project.

(Continued)

Economic Development Agency

Resolution No. PFA 2011-04, Notice of Intention to Convey Real Property Interests in Property Located East of Lime Street & West of Highway 91, between 11th & 12th Streets in the City of Riverside, California; Possession & Use Agreement with Riverside County Transportation Commission

February 23, 2011

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BACKGROUND: (Continued)

Real Estate Division staff labor, County Counsel review and TLMA survey review costs will be covered by the proceeds from a similar offer made to the County of Riverside on adjacent property. The proceeds of the offer will be directed as set forth in existing bond financing agreements. RCTC has agreed to cover to the costs of outside bond counsel.

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

Attachments:

Exhibit A, Depiction of the Master Parcel

Exhibit B-1, Legal Description of the Fee Property

Exhibit B-2, Depiction of the Fee Property

Exhibit C-1, Legal Description of the Aerial Easement Property

Exhibit C-2, Depiction of the Aerial Easement Property

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 EX OFFICIO BOARD OF DIRECTORS

PUBLIC FINANCING AUTHORITY

3
4 RESOLUTION NO. PFA 2011-04

5
6 NOTICE OF INTENTION TO CONVEY REAL PROPERTY INTERESTS LOCATED
7 EAST OF LIME STREET & WEST OF HIGHWAY 91, BETWEEN 11TH & 12TH
8 STREETS IN THE CITY OF RIVERSIDE, CALIFORNIA, CONSISTING OF PORTIONS
9 OF ASSESSOR'S PARCEL NO. 215-310-007, BY VARIOUS INSTRUMENTS TO THE
10 RIVERSIDE COUNTY TRANSPORTATION COMMISSION
11

12 WHEREAS, the Riverside County Public Financing Authority (the "Authority") has
13 been formed pursuant to Section 6500 and following of the California Government Code
14 (the "Act") to assist the County of Riverside (the "County") in financing public capital
15 improvements and is authorized pursuant to Section 6584 and following of the Act to
16 issue bonds for such purposes; and

17 WHEREAS, pursuant to the Trust Agreement, dated as of November 1, 1997
18 (the "Trust Agreement"), between the Authority and the Treasurer of the State of
19 California, as trustee (the "Treasurer"), the Authority issued its 1997 Lease Revenue
20 Bonds (State of California Court of Appeal Fourth Appellate District, Division Two
21 Project) (the "Bonds") to, among other things, finance the acquisition of certain land east
22 of Lime Street and west of Highway 91 between 11th and 12th Streets, identified by and
23 as Assessor Parcel Number 215-310-007 (the "Site") from the County, and the
24 acquisition, installation and construction thereon of a court building, related parking
25 facilities and other related equipment and improvements currently comprising the State
26 of California Court of Appeal, Fourth Appellate District (the "Court"), which was leased
27 to the Department of General Services of the State of California (the "Department")
28 pursuant to the Riverside County California State Court of Appeal Fourth Appellate

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* DATE 7/24/11
DALE A. GARDNER

1 District, Division Two Building Lease, dated October 17, 1997, as amended by
2 Addendum No. 1 to Lease, dated as of November 1, 1997 (as amended, the "Lease"),
3 each by and between the County and the Department; and

4 WHEREAS, pursuant to the Site Purchase, Assignment of Lease and Agency
5 Agreement, dated as of November 1, 1997, between the County and the Authority, the
6 County, among other things, sold the Site to the Authority and assigned all of its rights
7 and interests in the Lease to the Authority; and

8 WHEREAS, the Court was built on the Site and the Department currently
9 possesses the Site to operate the Court pursuant to the Lease; and

10 WHEREAS, the Riverside County Transportation Commission ("RCTC") has
11 notified the Authority and the Department that RCTC requires immediate possession of
12 a portion of the Site (such portion hereinafter referred to as the "Parcel") for the purpose
13 of expanding a portion of State Highway Route 91 (the "Project"); and

14 WHEREAS, due to certain funding and timing constraints, the Authority and the
15 Department are unable to consummate a release of the Parcel pursuant to an
16 amendment of the Lease and other documents; and

17 WHEREAS, RCTC, the Authority and the Department agree that any delay in the
18 start of construction of the Project is contrary to the public interest; and

19 WHEREAS, RCTC, the Authority and the Department have determined that it is
20 in the public interest to enter into an Agreement of Possession and Use (the
21 "Agreement"), the form of which has been presented to the Board of Directors of the
22 Authority (the "Board") and to which the legal description of the Parcel is included, to
23 allow RCTC to take immediate possession of the Parcel to proceed with construction of
24 the Project without delay; and

25 WHEREAS, RCTC, the Department and the Authority agree that the Agreement
26 will be entered into in the interest of time and with the understanding that RCTC will
27 continue to negotiate in good faith with the Authority and the Department to acquire their
28 respective interests in the Parcel by direct purchase, which will ultimately require

1 amendment of the Lease and other documents to be approved by the Board at a later
2 meeting; and

3 WHEREAS, pursuant to the Agreement, if RCTC, the Department and the
4 Authority do not reach a settlement within 180 days of the execution thereof, the
5 Authority acknowledges that RCTC shall begin timely preparations for the filing of a
6 complaint in eminent domain to acquire title to the Parcel; and

7 WHEREAS, pursuant to the Lease and the Indenture, the Authority also
8 acknowledges that any amounts that the Authority is to receive in selling the Parcel to
9 RCTC shall be used by the Treasurer to redeem Bonds; and

10 NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY
11 THE AUTHORITY AND NOTICE IS HEREBY GIVEN BY THE BOARD AS FOLLOWS:

12 Section 1. The Board hereby determines that the Parcel is no longer required
13 for use by the Authority and hereby declares the Parcel to be surplus and intends to
14 convey the Parcel to RCTC on or after the date hereof. The terms and conditions of
15 the proposed conveyance are currently being negotiated and shall be approved by the
16 Board upon the approval of the necessary amendment of the Lease and other
17 documents.

18 Section 2. The proposed form of the Agreement on file with the Secretary of
19 the Authority and incorporated into this Resolution by reference, is hereby approved.
20 The Chairperson, the Vice-Chairperson and the Executive Director of the Authority and
21 each of their designees (each, an "Authorized Representative") are hereby authorized
22 and directed, for and in the name and on behalf of the Authority, to execute,
23 acknowledge and deliver to RCTC and the Department the Agreement in substantially
24 said form with such changes therein as such Authorized Representative may require or
25 approve, such approval to be conclusively evidenced by the execution and delivery
26 thereof by such Authorized Representative.

27 Section 3. All actions heretofore taken by any officer of the Authority or the
28 County or in connection with or related to the Agreement or any other document

1 necessary to consummate the transactions referred to herein, are hereby approved,
2 confirmed and ratified.

3 Section 4. The Authorized Representatives are, and each of them acting alone
4 is, authorized and directed to take any and all such actions, and to execute any and all
5 such documents as may be necessary or desirable to effectuate the purposes of this
6 Resolution.

7 Section 5. The Clerk of the Authority shall certify to the passage of this
8 Resolution, shall transmit a copy hereof to the County and shall cause this action of the
9 Board of Directors in adopting the same to be entered in the official minutes of the
10 Board of Directors.

11 Section 6. This Resolution shall take effect from and after its adoption.

12 Section 7. The Clerk of the Board is directed to give notice hereof as
13 provided in Section 6061 of the Government Code.

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PASSED, APPROVED AND ADOPTED on March 1, 2011 by the following vote:

AYES: Buster, Tavaglione, Stone and Ashley

NOES: None

ABESENT: Benoit

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

PROJECT: State Route 91 HOV
APN: 215-310-007
CALTRANS NO: 20429
FEDERAL ID NO: 33-0072823

**AGREEMENT
FOR POSSESSION AND USE**

This AGREEMENT FOR POSSESSION AND USE (this "Agreement") is made this 1st day of March, 2011, by the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency of the State of California, hereinafter referred to as "RCTC," the **RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY**, a California joint powers authority, hereinafter referred to as "Owner" and the **DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA**, hereinafter referred to as "Possessor".

RECITALS

A. Pursuant to the Trust Agreement, dated as of November 1, 1997 (the "Trust Agreement"), between the Owner and the Treasurer of the State of California, as trustee (the "Treasurer"), the Owner issued its 1997 Lease Revenue Bonds (State of California Court of Appeal Fourth Appellate District, Division Two Project) (the "Bonds") to, among other things, finance the acquisition of certain land (the "Site") from the County of Riverside (the "County"), and the acquisition, installation and construction thereon of a court building, related parking facilities and other related equipment and improvements currently comprising the State of California Court of Appeal, Fourth Appellate District (the "Court"), which was leased to the Possessor pursuant to the Riverside County California State Court of Appeal Fourth Appellate District, Division Two Building Lease, dated October 17, 1997, as amended by Addendum No. 1 to Lease, dated as of November 1, 1997 (as amended, the "Lease"), each by and between the County and the Possessor.

B. Pursuant to the Site Purchase, Assignment of Lease and Agency Agreement, dated as of November 1, 1997, between the County and the Owner, the County, among other things, sold the Site to the Owner and assigned all of its rights and interests in the Lease to the Owner.

C. The Court was built on the Site and the Possessor currently possesses the Site to operate the Court pursuant to the Lease.

D. RCTC has notified the Owner that RCTC requires immediate possession of a portion of the Site for the purpose of expanding a portion of State Highway Route 91 (the "Project"). The Site is legally described in Exhibit "A" attached hereto and has been designated as Parcel 215-310-007 and is hereinafter referred to as the "Master Parcel". RCTC desires to purchase portions of or interests in the Master Parcel from the Owner, as follows: (i) a "fee interest" described in Exhibit "B" attached hereto, (ii) an "aerial easement" in the form of and in the area described in Exhibit "C" attached hereto, (iii) and a "temporary construction easement"

in the area and with such conditions as described in Exhibit "D" attached hereto; collectively, the property set forth in Exhibits "B," "C" and "D" are collectively hereinafter referred to as the "Parcel". The Parcel is required for the Project.

E. Due to certain funding and timing constraints, the Owner and the Possessor are unable to consummate a release of the Parcel pursuant to an amendment of the Lease and other documents.

F. RCTC has advised the Owner and the Possessor that any delay in the start of construction of the Project is contrary to the public interest.

G. The purpose of this Agreement is to allow RCTC to take immediate possession of the Parcel to proceed with construction of the Project without delay, and, therefore, this Agreement is made in the interest of time and with the understanding that RCTC will continue to negotiate in good faith with the Owner and the Possessor to acquire their respective interests in the Parcel, by direct purchase at fair market value, which will ultimately require amendment of the Lease and other documents with respect to the release of the Parcel.

In consideration of the sum to be paid to the Treasurer, in its capacity as trustee for the Bonds, on behalf of the Owner and the Possessor pursuant to the Lease and the Trust Agreement, and any other consideration hereinafter set forth, RCTC, the Owner and the Possessor agree as follows:

1. The Owner and the Possessor hereby irrevocably grant to RCTC, its contractors, agents, and all others deemed necessary by RCTC, the irrevocable right to possession and use of the Parcel as described in Exhibits B and C and the temporary right to possession and use of the portion of the Parcel described in Exhibit D, including reasonably necessary incidental rights limited to the right to remove and dispose of improvements located on the Parcel. In consideration for the foregoing grant of possession and use, RCTC will tender into escrow the sum of \$110,000.00 (plus agreed upon expenses) as RCTC's determination of fair market valuation of the Parcel. RCTC shall have the right to take possession of the Parcel on the date this sum is paid into the Escrow (as defined below). The Owner acknowledges that this sum represents the full amount of the RCTC-approved appraisal of what is reasonably believed by RCTC to be just compensation owed for the acquisition of the Parcel, not including agreed upon costs and expenses of the Owner and the Possessor. The Owner and the Possessor waive any right to challenge RCTC's right to possess and use the Parcel in any subsequent eminent domain proceeding filed by RCTC related to this Agreement.

2. This transaction will be handled through an escrow with Stewart Title, Escrow No. TBD (the "Escrow"). RCTC shall pay all escrow, recording and legal fees of Owner, Possessor and the Treasurer incurred in this transaction. Owner and Possessor shall be entitled to an interim disbursement of the sum referred to in Paragraph 1 less any amounts payable to any other person having an interest in the Parcel. All amounts held in the Escrow shall be held invested pursuant to the Escrow instructions to be entered into in connection with the Escrow. The Treasurer, on behalf of the Owner and Possessor, shall not be entitled to receive any proceeds until:

a. The Lease has been amended and the Parcel has been released from the Site pursuant to the provisions thereof;

b. All documents, certificates and opinions have been delivered in connection with the amendment of the Lease to the satisfaction of the Possessor and the Owner;

c. RCTC has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to payment to the Treasurer on behalf of the Owner and Possessor, and;

d. The Aerial Easement and temporary construction easement substantially in the form of Exhibit "C" and "D," respectively, have been recorded in the Official Records of the County.

The Escrow shall remain open until either a settlement is reached, this Agreement is terminated or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by a court with proper jurisdiction. Any sum disbursed to the Treasurer from the Escrow shall be deducted from the ultimate amount received by the Treasurer on behalf of the Owner and the Possessor as a result of any settlement, award or verdict of just compensation for the Parcel.

3. On and after the date of execution of this Agreement, the Owner and the Possessor shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of their respective interests in the Parcel without first obtaining the written consent of RCTC.

4. RCTC affirms that it will continue to negotiate in good faith with the Owner and the Possessor to acquire their respective interests in the Parcel by direct purchase at fair market value. It is further understood that in the event a settlement is not reached within 180 days of the execution of this Agreement, such failure will be an acknowledgment that the negotiations to acquire the Parcel have proved futile. On this date, RCTC shall begin timely preparations for the filing of a complaint in eminent domain to acquire the Parcel. If RCTC begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by a court with proper jurisdiction.

5. Section 1245.235 of the Code of Civil Procedure requires RCTC and RCTC's governing body to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the RCTC's governing body and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

"The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (1) The public interest and necessity require the project.

- (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
- (3) The property sought to be acquired is necessary for the project.
- (4) The offer required by Section 7267.2 of the Government Code has been made to the Owner or others of record. (If an offer has not been made, an appraisal will be prepared as soon as practicable and an offer made of the full amount of such appraisal.)”

6. By granting to RCTC the right to possess and use the Parcel as described in Paragraph 1 above, Owner and Possessor agree to the following: (1) the Owner and the Possessor specifically waive the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by the RCTC’s governing body authorizing the taking of the Parcel; (2) the Owner and the Possessor shall not object to the filing of an eminent domain proceeding to acquire the Parcel; and (3) in any eminent domain action filed by RCTC to acquire the Parcel, the Owner and the Possessor shall not challenge RCTC’s right to take the Parcel, and the only issue shall be the amount of just compensation at fair market value for the Parcel, provided this Agreement is in effect at the time RCTC exercises its right to take.

7. The Owner and the Possessor expressly waive all claims and defenses in their favor in any subsequent eminent domain proceeding related to this Agreement except a claim for greater compensation.

8. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be the date on which RCTC files the complaint in said proceeding.

9. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed at the apportionment rate calculated by the State Controller as the rate of earnings by the Surplus Money Investment Fund for each three-month period. The Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Parcel, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date RCTC is authorized to take possession of the Parcel pursuant to this Agreement and ending on the earliest of the following dates:

- a. the date the amount placed into the Escrow by RCTC is paid to the Treasurer on behalf of the Owner and the Possessor;
- b. the date the amount is paid directly to the Treasurer on behalf of the Owner and the Possessor, or;

c. the date the amount is deposited with the court as the award in a judgment in condemnation.

Any interest earnings shall be paid to the Treasurer as Trustee for the Bonds for application in accordance with the Lease and the Trust Agreement.

10. At any time after the commencement of the proceeding in eminent domain, RCTC reserves the right to abandon the proceeding in whole or in part; provided, however, that RCTC shall still be liable for all expenses and costs including but not limited to all legal expenses, of the Owner, the Treasurer and the Possessor related to or arising from this Agreement.

11. If any hazardous materials are present on the Parcel on the date RCTC takes possession of the Parcel, Possessor shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials but only to the extent that the Possessor is liable for such hazardous materials as set forth in Section 29 of the Lease, otherwise the Owner shall be responsible for such costs. To the extent that the Possessor is liable pursuant to Section 29 of the Lease, Possessor shall further hold RCTC its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcel on the date RCTC takes possession under this Agreement to extent required under Section 29 of the Lease.

12. This Agreement shall also extend to and bind the devisees, executors, administrators, legal representatives, successors and assigns of the parties hereto.

13. RCTC shall record a memorandum of this Agreement limited to the Parcel in the Official Record of the County. Upon release of the Parcel as described in Paragraph 2 above, RCTC shall execute such other instruments, documents and other papers and shall take such further actions as may be required to remove or extinguish any lien or encumbrance against the remainder of the Site arising from this Agreement.

14. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

15. This Agreement and any dispute arising hereunder shall be governed by California law.

[SIGNATURE PAGE FOLLOWS].

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

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

RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY, as Owner

By: Bob Buster
Name: Bob Buster
Title: Chairperson

ATTEST:
KECIA HARPER-JHEM, Clerk
By: [Signature]
DEPUTY

APPROVED AS TO FORM
DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA, as
Possessor

By: _____
Henry D. Nanjo
Assistant Chief Counsel

By: _____
Name: Theodore P. Park
Title: Acting Deputy Director, Real Estate
Services Division

APPROVED AS TO FORM
BEST BEST & KRIEGER LLP

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: _____
Steven C. DeBaun, Counsel for
RIVERSIDE
COUNTY TRANSPORTATION
COMMISSION

By: _____
Name: Anne Mayer
Title: Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION OF THE MASTER PARCEL PROPERTY

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

That portion of Block 11, Range 3 of the Town of Riverside as shown by Map on file in Book 7, Page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Records of Riverside County, California, more particularly described as follows:

Commencing at the Westerly corner of said Block 11, Range 3, said corner being at the intersection of the Southeasterly right of way of Lime Street (66.00 feet wide) and the Northeasterly right of way of 12th Street (66.00 feet wide);

Thence South 60° 15' 19" East, along said Northeasterly right of way line of 12th Street; a distance of 12.75 feet to a point on a non-tangent curve, concave Easterly, having a radius of 28.50 feet and radial bearing of South 77° 56' 00" West, said point also being on the Southeasterly line of that certain easement conveyed to the City of Riverside by instrument Number 42966, recorded April 26, 1971, said point also being the True Point of Beginning;

Thence Northerly along the arc of said curve and said Southeasterly line of Instrument Number 42966, through a central angle of 41° 47' 28", a distance of 20.79 feet;

Thence North 29° 43' 37" East, along the Southeasterly line of said instrument Number 42966, a distance of 111.19 feet;

Thence North 31° 26' 43" East, along said Southeasterly line of Instrument Number 42966, a distance of 29.82 feet;

Thence South 60° 34' 05" East, a distance of 123.62 feet;

Thence North 31° 03' 04" East, a distance of 12.36 feet;

Thence South 60° 14' 36" East, a distance of 194.01 feet to a point on the Westerly line of that certain parcel of land conveyed to the City of Riverside by Instrument Number 57118, recorded June 28, 1960, in Book 2721, Page(s) 328, Records of Riverside County;

Thence South 14° 17' 36" East, along said Westerly line of Instrument Number 57118, a distance of 25.48 feet;

Thence continuing along said Westerly line of Instrument Number 57118, South 14° 38' 12" West, a distance of 153.73 feet to a point on said Northeasterly right of way of 12th Street.

Thence North 60° 15' 19" West, along said Northwesterly right of way line, a distance of 358.36 to the True Point of Beginning.

EXHIBIT "A"

EXHIBIT "B"

LEGAL DESCRIPTION OF THE FEE INTEREST

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of Twelfth Street (66.00 feet wide); thence along said northeasterly right of way line of Twelfth Street, South 60°14'54" East, 340.34 feet to the **POINT OF BEGINNING**:

thence North 12°38'20" East, 31.53 feet;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary South 60°14'40" East, 1.61 feet to said northeasterly corner; thence along the easterly boundary of said deed the following two (2) courses, (1) South 14°16'39" West, 25.52 feet; thence (2) South 14°37'02" West, 153.75 feet to said northeasterly right of way line of 12th Street; thence along last said right of way North 60°14'54" West, 17.97 feet to the **POINT OF BEGINNING**.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor

Date: 2-27-2011



08-Riv-91-20.18-20429 (30429-1)

EXHIBIT "C"
AERIAL EASEMENT

RECORDING REQUESTED BY

When Recorded Mail To

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Right of Way Department

FREE RECORDING:

This instrument is for the benefit of Riverside County
Transportation Commission, and is entitled to be
recorded without fee or tax. (Govt. Code 27383 and Rev.

Space above this line for Recorder's Use

**AERIAL EASEMENT
DEED
CORPORATION**

| District | County | Route | Post | Number |
|----------|--------|-------|-------|--------|
| 08 | Riv | 91 | 20.18 | 20429 |

Riverside County Public Financing Authority ("GRANTOR"), a California public agency, does hereby GRANT to the Riverside County Transportation Commission ("GRANTEE"), a public agency of the State of California, an EASEMENT for freeway purposes, an easement and right of way to construct, replace, inspect, maintain, repair, operate or remove an overhead freeway bridge and highway, including any and all appurtenances thereto, over and across the following described real property, together with all abutter's rights of access to and from Grantor owner's remaining property to the freeway viaduct: together with the right to assign and transfer said easement, over and across that certain real property in the City of Riverside, County of Riverside, State of California, described as follows:

See Exhibit "A"

Grantee may further assign and transfer its rights hereunder to the State of California, through its Department of Transportation ("Caltrans"), having responsibilities requiring access to the adjacent freeway.

EXHIBIT "C"

08-Riv-91-PM 20.18-20429 (20429-2)

ALSO, TOGETHER with non-exclusive right of access to the aerial easement hereinabove described for the purpose of inspection, maintaining, retrofitting and repairing said freeway structures and for inspecting the uses made of the land under the aerial easement by way of such roads or passageways as designated by Grantor at the time of said access as may now or hereafter exist on owner's remaining property; provided, however, that Caltrans' exercise of such right of access shall not unreasonably interfere with owner's use of such roads or passageways. The exercise of the rights granted under the aerial easement will be expressly subject to the limitations and requirements imposed by the Grantor's customary security measures for the facilities that may be located on the Grantor's contiguous property. Grantee or its respective, successors or assigns must first contact a party previously identified by Grantor to ensure that the proposed site access will be in compliance with the requirements of the then applicable security measures.

RESERVING unto owner, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 9 meters above the roadway surface of said freeway structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said aerial easement, provided further, that owner, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to owner or its subsidiaries or affiliated companies, shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by owner, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto owner, its successors and assigns, the general right to use and enjoy the area of land under the aerial easement hereinabove described. The general right to use and enjoy said land by owner, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land under the aerial easement hereinabove described which would impair the full use and safety of said freeway structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.

2. No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of Caltrans as to the safety and compatibility with freeway purposes and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

EXHIBIT "C"

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said freeway or the traveling public thereon.

4. No building of combustible construction shall hereafter be constructed on the area of land under the aerial easement hereinabove described. Caltrans shall be given the opportunity to review and approve plans for any construction within said aerial easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 2.5 meters of the undersides nor within 4.5 meters (measured horizontally) of the sides of said freeway structure without the express written approval of Caltrans. Caltrans shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

5. Grantee shall not place any structures or other improvements, including but not limited to supporting columns and footings, on the easement area that will adversely impact or reduce Grantor's use of the area for vehicle parking.

The Grantor, for itself, its successors and assigns, hereby waives any claim for any and all damages to Grantor's remaining property contiguous to the right of way hereby conveyed by reason of the location, construction or maintenance of said highway.

EXHIBIT "C"

EXHIBIT "A" TO EXHIBIT "C"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of 12th Street (66.00 feet wide); thence along said northeasterly right of way line of 12th Street, South 60°14'54" East, 340.34 feet; thence North 12°38'20" East, 31.53 feet; to the **POINT OF BEGINNING**;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary North 60°14'40" West, 27.76 feet; thence leaving said boundary South 10°00'02" West, 105.36 feet; thence South 12°38'20" West, 45.76 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: Nov. 27, 2008



08-Riv-91-20.18-20429 (20429-2)

EXHIBIT "C"

EXHIBIT "D"

LEGAL DESCRIPTION AND CONDITIONS OF THE "TEMPORARY
CONSTRUCTION EASEMENT ("TCE")

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of 12th Street (66.00 feet wide); thence along said northeasterly right of way line of 12th Street, South 60°14'54" East, 226.03 feet to the **POINT OF BEGINNING**; thence North 29°45'06" East, 137.00 feet; thence South 60°14'54" East, 30.00 feet; thence South 29°45'06" West, 137.00 feet to said northeasterly right of way line; thence North 60°14'54" West, 30.00 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Trent E. Lenfestey
Professional Land Surveyor

Date: _____

9-10-2009



EXHIBIT "D"

RCTC will provide not less than forty-eight (48) hours prior written notice to Owner and Possessor regarding its entry into the property encumbered by the TCE. The exercise of the rights granted under the TCE shall be expressly subject to the limitations and requirements imposed by the Possessor's customary security measures for the facilities that may be located on the Possessor's contiguous property. Grantee or its respective, successors or assigns must first contact a party previously identified by Possessor to ensure that the proposed site access will be in compliance with the requirements of the then applicable security measures. In addition, all work on the TCE Property under this TCE shall be done at night. Any open trenches shall be covered by steel plates during weekday when the parking area is in use.

The right to use the TCE Property shall continue in effect for a period of Three Months (3) months once written notice is provided. All efforts shall be made to complete the described work within the proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, and the occurrence is verified through the contractor or State of California, Department of Transportation project inspection logs, RCTC agrees to pay Owner at the rate of \$1,233.00 per month, prorated to the actual date of RCTC's termination of use.

In no event shall RCTC's use of the TCE Property extend beyond August 1, 2016, the projected Project completion date, unless the parties agree in writing to extend the TCE period and RCTC pays consideration for the extended period. RCTC shall execute and record a quitclaim deed for release and relinquish TCE interest upon termination or expiration of the TCE period.

EXHIBIT "D"