

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

725



FROM: Redevelopment Agency

SUBMITTAL DATE:
May 12, 2011

SUBJECT: RDA Resolution No. 2011-015, Approval of the Mission Plaza Project and Authorization to Purchase Real Property in the Unincorporated Community of Rubidoux- District 2

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring Reporting Program, attached hereto as EA1206001902, based on the findings incorporated therein;
2. Adopt the Mission Plaza project as described in the Initial Study/Mitigated Negative Declaration;

(Continued)

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,593,000	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: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY *Elizabeth J. Olson*
Elizabeth J. Olson

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 24, 2011

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

cc: RDA, Auditor, CIP

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY *Samuel Wong* 5/11/11
 Samuel Wong
 ANITA C. WILLIS
 FORM APPROVED COUNTY COUNSEL
 BY *ANITA C. WILLIS* 5-10-11
 ANITA C. WILLIS

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

RECOMMENDED MOTION: (Continued)

3. Adopt RDA Resolution No. 2011-015, Authorization to Purchase Real Property in the unincorporated community of Rubidoux, APNs 181-020-030 and 181-020-031 between the Redevelopment Agency and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust;
4. Allocate the sum of \$1,593,000 for the purchase of real property and miscellaneous costs from the JVPA Capital Improvement Funds;
5. Approve and Authorize the Chairman of the Board of Directors to execute the attached agreement of Purchase and Sale and Joint Escrow Instructions between the Redevelopment Agency for the County of Riverside and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust;
6. Authorize and direct 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 to implement the agreement of purchase and sale and joint escrow instructions including signing subsequent and necessary related documents to complete this transaction.

BACKGROUND: (Commences on Page 3)

BACKGROUND:

The Mission Plaza Improvement Project is described as approximately 31-acres of land located within Mission Boulevard to the north, Tilton Avenue to the south, Riverview Drive to the west, and Briggs Street to the east, and situated in the Jurupa Valley Redevelopment Project Area. The Redevelopment Agency (RDA), in its continuing commitment to eliminate blight within the Jurupa Valley Project Area, is proposing the redevelopment of the Mission Plaza shopping center and surrounding properties. The project includes: (i) the acquisition and remediation of the property identified as 5786 Mission Boulevard, (ii) redevelopment of all land and buildings located within the Mission Plaza Project area, (iii) land use entitlements, specifically a general plan amendment, change of zone, and conditional use permit; (iv) street improvements to Mission Boulevard, Briggs Road, Tilton Avenue and Riverview Drive, and the addition of two new roads extending between Riverview Drive and the residential site to the south; (v) water and sewer line connections to facilities owned and operated by the Rubidoux Community Services District (RCSD); and (vi) the installation of storm drains and utility relocations.

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and California Code of Regulations Section 15063, an Initial Study was prepared to analyze the proposed project to determine if any potential significant impacts upon the environment would result from purchase and subsequent development of the property. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and circulated for the mandated thirty day public review and comment period from April 12, 2011 to May 11, 2011.

Pursuant to CEQA Section 15074, the Board shall consider all comments received during the review period prior to adoption of the IS/MND. The comment letters and responses are included in the IS/MND.

Pursuant to CEQA (Public Resources Code Section 21081.6), the Board is required to adopt a reporting and monitoring plan for the mitigation measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The Mitigation Monitoring and Reporting Program (MMRP) contained in the IS/MND presented to the Board for adoption is designed to ensure compliance during project implementation.

The Initial Study identified that former uses of the property located at 5786 Mission Boulevard, also known as Assessor's Parcel Numbers 181-020-030 and 181-020-031, resulted in impacts to the soil by petroleum hydrocarbons. The Initial Study determined that with implementation of mitigation measures requiring remediation of the site prior to subsequent development would reduce impacts to less than significant levels.

RDA staff has successfully negotiated the acquisition of the subject property which consists of approximately 0.36 acres or 15,682 square feet owned by Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust, at a purchase price of \$1,065,000 plus miscellaneous costs. This value is consistent with current property values in the area based on an independent fee appraisal report.

It is recommended that the Board of Directors adopt Resolution No. 2011-015 authorizing the purchase of the subject property and the allocation of needed funds from the JVPA Capital Improvement Funds.

Notice of publication to satisfy California Government Code 6063 has been completed.

FINANCIAL DATA: (Commences on Page 4)

Redevelopment Agency

RDA Resolution No. 2011-015 Approval of the Mission Plaza Project and Authorization to Purchase Real Property in the Unincorporated Community of Rubidoux– District 2

May 12, 2011

Page 4

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of Assessor's Parcel Numbers 181-020-030 and 181-020-031:

Acquisition:	\$1,065,000
Estimated Title and Escrow Charges:	\$ 8,000
Acquisition Administration:	\$ 20,000
Environmental:	\$ 500,000
Total Estimated Acquisition Costs:	\$1,593,000

Attachments:

Resolution No. 2011-015

Advertisement

Environmental Study

Purchase & Sale Agreement

2
3 **RDA RESOLUTION NO. 2011-015**

4 **AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE UNINCORPORATED**
5 **AREA OF RUBIDOUX – APNs 181-020-030 and 181-020-031**
6 **(Second Supervisorial District)**
7

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

13 **WHEREAS**, on July 9, 1996 the Riverside County Board of Supervisors adopted
14 Ordinance No. 762/763 amending and merging several project areas and approving
15 the redevelopment plan for the Jurupa Valley Project Area, hereinafter “Project Area”;
16 and

17 **WHEREAS**, pursuant to Section 33670 of the Health and Safety Code, Agency
18 began receiving tax increment from the Project Area in December 1986, and continues
19 to receive annual tax increment revenue; and

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

23 **WHEREAS**, the Agency has negotiated a purchase price of \$1,065,000, plus
24 miscellaneous cost, for real property identified as Assessor’s Parcel Numbers 181-
25 020-030 and 181-020-031, hereinafter “Property”, more particularly described in Exhibit
26 “A”, attached hereto; and

27 **WHEREAS**, the Property is located in the Rubidoux Sub-Area of the Jurupa
28 Valley Project Area; and

1 **WHEREAS**, the Agency is purchasing the Property for redevelopment purposes
2 that will assist in implementing the Project Area's redevelopment plan and help the
3 Agency in meeting its goal of eliminating blighting conditions with the Project Area; and

4 **WHEREAS**, the Property consists of 15,682 square feet and is improved with a
5 restaurant, no longer in business; and

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

9 **BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors
10 of the Redevelopment Agency for the County of Riverside, State of California, in
11 regular session assembled on May 24, 2011, as follows:

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

14 2. That the Redevelopment Agency for the County of Riverside is
15 authorized to purchase Property identified as Assessor's Parcel Numbers 181-020-030
16 and 181-020-031.

17 3. That the purchase price for the Property is \$1,065,000.

18 4. That an additional \$528,000 is approved to cover any miscellaneous
19 costs.

20 5. That the Chairman of the Board of Directors is hereby authorized to
21 execute any and all documents necessary to purchase the Property.

22 6. That the Executive Director of the Redevelopment Agency or designee is
23 hereby authorized to take the necessary actions and execute any related documents to
24 complete this purchase.

25 ///

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 Super-
visors on the date therein set forth.

KECIA HARPER-IHEM Clerk of said Board

By _____ Deputy

FORM APPROVED COUNTY COUNSEL
5-10-11
ANITA S. WILSON

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
BY AND BETWEEN**

Allie T. Mallad 1990 Living Trust

AS SELLER

AND

**REDEVELOPMENT AGENCY FOR THE COUNTY OF
RIVERSIDE**

AS BUYER

RELATING TO

Assessor's Parcel Numbers: 181-020-030 & 181-020-031

AMM

MAY 24 2011 49

1 Riverside;

2 (g) **"Closing Date"**: The Closing Date shall be on or before June 30, 2011,
3 unless otherwise mutually agreed to by both parties;

4 (h) **"Notices"**: Will be sent as follows to:

5 Seller: Allie T. Mallad, Trustee
6 Allie Mallad
7 PO Box 5186
8 Dearborn, MI 48128
9 Email: alliemallad@hotmail.com

10 Buyer: REDEVELOPMENT AGENCY FOR
11 COUNTY OF RIVERSIDE
12 3403 10th Street, Suite 500
13 Riverside, California 92501
14 Attn: Michael Romo
15 Telephone: (951) 955-9275
16 Fax No: (951) 955-4837
17 Email: mromo@rivcoeda.org

18 Escrow Holder: ORANGE COAST TITLE COMPANY
19 3536 Concoors Drive, Suite 120
20 Ontario, California 91764
21 Attn: Irene Genders
22 Telephone: (909) 987-5433
23 Fax: (909) 980-8824
24 Email: ireneg@octitle.com

25 Title Company: ORANGE COAST TITLE COMPANY
26 3536 Concoors Drive, Suite 120
27 Ontario, California 91764
28 Attn: Manny Villalobos, Title Officer
Telephone: (909) 987-5433
Fax: (909) 297-2547
Email: mannyv@octitle.com

(i) **"Exhibits"**:
Exhibit A - Legal Description
Exhibit B - Form of Deed

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, together with all easements, appurtenances thereto and all improvements and fixtures situated thereon, as more specifically identified in Exhibit A which is attached hereto and incorporated

1 herein by this reference. It is also mutually understood and agreed between Buyer and Seller
2 that within ten (10) business days after the Close of Escrow, Seller shall remove all personal
3 property, usable fixtures, and equipment in such a way as to not disturb property. The Buyer is
4 to be held harmless and free of any liability that may result from the removal of tangible
5 property during or beyond the Close of Escrow. In the event Seller does not remove personal
6 property, usable fixtures, or equipment, Buyer has the sole and subjective right to dispose of
7 any and all items at their discretion and at anytime beyond ten (10) days after the Close of
8 Escrow.

9 3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

10 Agreement. Upon the approval of this Agreement by the Board of Directors of
11 Buyer (the "Board") and execution by the Chairman of the Board (the date upon which this
12 Agreement has been fully executed and delivered to both parties is the "Effective Date"),
13 Buyer shall order the full Purchase Price, plus costs to cover Buyer's escrow fees and any
14 other applicable fees as may be required in Paragraph 11 below, and shall deposit into Escrow
15 the sum in the form of a cashier's check or other immediately available funds payable to the
16 order of Escrow Holder. Should Escrow be unable to close immediately, due to unforeseen
17 circumstances, Escrow Holder shall deposit said funds in an interest bearing account for the
18 benefit of Buyer which shall be applied against the Purchase Price at closing and any
19 overages, including the interest, shall be returned to Buyer at Close of Escrow.

20 4. **Escrow.** Buyer and Seller shall open an escrow (the "Escrow") with Escrow
21 Holder within three (3) business days after the Effective Date by delivery to Escrow Holder a
22 fully executed original Agreement (or original counterpart thereof) and such date shall be the
23 official "Opening Date" of Escrow referenced herein. This purchase shall be contingent upon
24 the approval of this Agreement and an "Authorization to Purchase" by the Board. Such
25 contingency will be removed upon Escrow's receipt of Agreement signed by the Chairman of
26 the Board. Buyer and Seller agree to execute any additional instructions reasonably required
27 by the Escrow Holder. If the Closing of escrow has not occurred on or before June 30, 2011,
28 then the Seller, may terminate this Agreement by giving Buyer and Escrow written notice of

1 such termination and the parties shall be relieved from any liabilities and/or obligations under
2 this Agreement. If there is a conflict between any printed escrow instructions and this
3 Agreement, the terms of this Agreement will govern.

4 **5. Deliveries to Escrow Holder.**

5 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause
6 to be delivered to Escrow Holder the following items:

7 (a) A Grant Deed ("**Grant Deed**"), in the form attached to this
8 Agreement as Exhibit B, duly executed and acknowledged by Seller and in recordable form
9 conveying the Property to Buyer; and

10 (b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA**
11 **Certificate**").

12 5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner
13 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause
14 to be delivered to Escrow Holder the following items:

15 (a) The Purchase Price in accordance with Paragraph 3.1; and

16 (b) The amount due Seller and any third parties, if any, after the
17 prorations are computed in accordance with Paragraph 12.

18 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other
19 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
20 otherwise required to close Escrow. In addition, Seller and Buyer will designate the Title
21 Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the
22 Internal Revenue Code.

23 **6. Condition of Title.**

24 6.1 At the Close of Escrow, fee simple title to the Property will be conveyed
25 to Buyer by Seller by Grant Deed subject only to the following matters ("**Permitted**
26 **Exceptions**");

27 (a) A lien for local real property taxes and assessments not then
28 delinquent;

1 (b) Matters of title respecting the Property approved or deemed
2 approved by Buyer in accordance with this Agreement;

3 (c) Matters affecting the condition of title to the Property created by
4 or with the written consent of Buyer; and

5 (d) Façade Program, obligations and or encumbrances with
6 Redevelopment Agency for the County of Riverside Façade Easement Agreement dated
7 November 22, 2006. Buyer hereby accepts assignment from Seller of, and releases Buyer
8 therefrom, any and all obligations under the Façade program, including any obligations pre-
9 dating the Close of Escrow.

10 7. **Conditions to the Close of Escrow.**

11 7.1 Conditions Precedent to Buyer's Obligations. The following conditions
12 must be satisfied not later than the Closing Date of such period of time as may be specified
13 below:

14 (a) Title. Buyer has obtained a preliminary report for the Property
15 prepared by the Title Company dated as of February 11, 2011 and referenced as Order No.
16 140-1157078 together with copies of the documents described in such report. Buyer hereby
17 objects to exceptions; #10, Identified as "An unrecorded Lease of said land upon the terms,
18 covenants and provisions therein provided, a memorandum thereof being Recorded: April 8,
19 1981 as instrument No. 62005, Official Records - Lessor Texaco Inc - Lessee Glendale
20 Federal Savings and Loan Association, a United States Corporation," #11 "Identified as "A
21 Lease of said land upon the terms, covenants and provisions therein provided - Recorded April
22 8, 1981 as Instrument No. 62006, Official Records - Lessor - Texaco Inc - Lessee Glendale
23 Federal Savings and Loan Association, a United States Corporation," and #17 "A Deed of Trust
24 to Secure the indebtedness of an Amount: \$335,000.00, Trustor Allie T Mallad, Trustee of the
25 Allie T. Mallad 1990 Living Trust - Trustee Property Guarantee Company, Inc., a California
26 Corporation - Beneficiary Patricia J. Traviss 2001 Charitable Remainder Unitrust dated June
27 28, 2001, Patricia J. Traviss, Trustee - Dated August 19, 2008, Recorded 8/26/2008 as
28 Instrument No. 2008-0469421. Official Records" as shown in the preliminary report. Seller will

1 have ten (10) days after the Effective Date to advise Buyer that:

2 (i) Seller will remove any objectionable exceptions to title or
3 obtain appropriate endorsements to the title policy on or before the Closing Date; or

4 (ii) Seller will not cause the exceptions to be removed. If
5 Seller advises Buyer that it will not cause the exceptions to be removed, Buyer will have ten
6 (10) days to elect, at its sole remedy, to:

7 (a) Proceed with the purchase and acquire the
8 Property subject to such exceptions without reduction in the Purchase Price; or

9 (b) Either renegotiate this Agreement or cancel the
10 Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case
11 any deposit together with interest thereon will be returned to Buyer and the cancellation costs
12 will be borne by Buyer.

13 If Buyer does not give Seller notice of its election within such ten (10)
14 day period, Buyer will be deemed to have approved the condition of title to the Property and
15 elected to proceed with this transaction, provided that, under no circumstances shall there be
16 deemed acceptance as to exception number 17, the Deed of Trust in the amount of \$335,000.

17 If Seller commits to remove any objection to title and fails to do so by the
18 Closing Date, Seller will be in default under this Agreement and Buyer may, at Buyer's election,
19 terminate this Agreement and pursue its remedies as set forth herein.

20 (b) Title Insurance. As of the Close of Escrow, the Title Company
21 will issue or have committed to issue the Title Policy (as defined in Paragraph 10) to Buyer with
22 only the Permitted Exceptions.

23 (c) Delivery of Information. Seller has or, within ten (10) days after
24 the Opening of Escrow, shall deliver to Buyer the original or true copies of all surveys, plans
25 and specifications, building conditions audits, past hazardous material studies, as-built
26 drawings, building permits, certificates of occupancy, certificates of completion, soil reports,
27 engineers' reports, other contracts, but not limited to, studies and similar information which
28 Seller may have in its possession relating to the Property. Except as specifically set forth

1 herein, such items shall be delivered by Seller to Buyer and shall be to the best of Seller's
2 actual knowledge true and correct and complete copies of the items in Seller's possession and
3 except as expressly set forth herein, Seller makes no warranty regarding the contents of such
4 items. If the Escrow shall fail to close for any reason, all such items shall be immediately
5 returned to Seller.

6 The conditions set forth in this Paragraph are solely for the benefit of
7 Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any
8 condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

9 The Close of Escrow and Buyer's obligations with respect to this
10 transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date of
11 the items described in Sections 5 and 6 and the removal of the items described in Paragraph
12 7.1(a).

13 7.2 Conditions Precedent to Seller's Obligations. The following shall be
14 conditions precedent to Seller's obligation to consummate the purchase and sale transaction
15 contemplated herein:

16 (a) Buyer shall have delivered to Escrow Holder, prior to the Closing
17 for disbursement as directed hereunder, all cash or other immediately available funds from
18 Buyer in accordance with this Agreement; and

19 (b) Buyer shall have delivered to Escrow Holder the items described
20 in Paragraphs 5.2 and 5.3.

21 (c) Buyer hereby represents that, absent this agreement to transfer
22 the property by voluntary sale, Buyer would recommend to the Riverside County Board of
23 Supervisors and or the Board of the Redevelopment Agency for the County of Riverside that
24 one or both of those Boards issue the various approvals and adoptions that would be
25 necessary to authorize the acquisition of the Property by condemnation.

26 7.3 Termination of Agreement. In the event that, for any reason, the Closing
27 does not occur on or before the Closing Date, then Seller shall have the right to terminate this
28 Agreement upon written notice to the Buyer and to the Escrow holder. If the Seller elects to

1 terminate, then the Parties hereto shall be relieved from any liabilities and/or obligations under
2 this Agreement.

3 **8. Due Diligence by Buyer.**

4 8.1 Matters To Be Reviewed. Buyer must complete its due diligence and
5 approve the following matters not later than thirty (30) days following the Effective Date (the
6 “**Due Diligence Period**”). Seller shall cooperate with Buyer in its investigation. Buyer shall
7 have the right, at Buyer’s sole expense and risk and following not less than one (1) business
8 day’s prior notice to Seller, to have its representatives, employees, contractors, subcontractors
9 and agents (“Buyer’s Representatives”) enter upon the Property, at reasonable times, to
10 conduct any and all tests, inspections and studies as Buyer may deem necessary and
11 desirable, subject to the provisions of this Section, with respect to the following; provided,
12 however, Buyer shall be responsible for any damage or loss to the Property caused by any
13 entry onto or activities upon or about the Property by Buyer’s Representatives, and Buyer
14 agrees to indemnify, defend and hold harmless Seller from any and all losses, damages, costs,
15 liabilities and expenses resulting therefrom reasonably and actually incurred by Seller:

16 (a) The physical condition of the Property at the time of sale,
17 including without limitation, any structural components, electrical, system, plumbing or any
18 irrigation system, paving, soil conditions, the status of the Property with respect to hazardous
19 and toxic materials, if any, and in compliance with all applicable laws, including any laws
20 relating to hazardous and toxic materials and all applicable government ordinances, rules and
21 regulations and evidence of Seller’s compliance therewith including without limitation zoning
22 and building regulations;

23 (b) All applicable government ordinances, rules and regulations and
24 evidence of Seller’s compliance therewith including without limitation zoning and building
25 regulations; and

26 (c) All licenses, permits and other governmental approvals and/or
27 authorizations relating to the Property which shall remain in effect after the Close of Escrow.

28 ///

1 8.2 Notice and Resolution of Objections.

2 (a) If Buyer fails to notify Seller in writing of any objections to items
3 (a) and (b) in Paragraph 8.1 above or to request an extension prior to the end of the Due
4 Diligence Period then Buyer shall be deemed to have approved such items and elected to
5 proceed with the acquisition of the Property;

6 (b) If Buyer notifies Seller in writing of any objections to the condition
7 of the Property at the time of sale or any other matters relating to the Property as set forth in
8 Paragraph 8.1 prior to the end of the Due Diligence Period, the parties will have five (5)
9 business days to agree upon a resolution of the objections(s); provided however, that if, as a
10 result of investigations and inspections any deficiencies are found or repairs are needed, the
11 cost to remedy such deficiencies or to make such repairs shall be the exclusive responsibility of
12 the Seller. In the event that Seller fails to remedy such deficiencies or to make such repairs
13 within a reasonable time period then Buyer may terminate this Agreement by written notice to
14 Seller and Escrow.

15 (c) In the absence of a timely objection or notice of termination,
16 Buyer will be deemed to have knowingly approved the condition of Property at the time of sale
17 and waived any of its objections, and this Agreement will continue in full force and effect.

18 8.3 Material New Matters. If Buyer discovers any new matter prior to Close
19 of Escrow which was:

20 (a) Not reasonably discoverable prior to the Close of Escrow and
21 that matter is one which:

22 (i) Would appear as an exception to the Title Policy; or
23 (ii) Is materially inconsistent with a disclosure by Seller or
24 with any representations or warranties contained in Paragraph 15.2; and

25 (iii) Such new matter is of such a nature that, in Buyer's
26 reasonable judgment, it would materially and adversely affect the acquisition, development,
27 sale or use of the Property for Buyer's intended purpose; then Buyer is entitled to treat such
28 new matter as a failure of condition to the Close of Escrow.

1 (b) If Buyer elects to treat such new matter as a failure of condition to
2 the Close of Escrow, Buyer must give notice to Seller of Buyer's election to terminate this
3 Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in
4 no event later than the Closing Date.

5 (c) However, if Buyer gives Seller notice of its election to terminate
6 this Agreement, Seller may elect, in its sole and absolute discretion by written notice to Buyer
7 and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice,
8 to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter,
9 Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order
10 to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to
11 correct the new matter by the Closing Date as extended, Buyer, as Buyer's sole remedy, may
12 terminate this Agreement.

13 **9. Representations.**

14 9.1 Representations. Buyer represents and warrants that prior to the Close
15 of Escrow, Buyer will have had the opportunity to make and will have made such an
16 investigation and inspection of all aspects of the condition of the Property as it has deemed
17 necessary or appropriate, including, but not limited to soils and the Property's compliance or
18 non-compliance with applicable laws, rules, regulations and ordinances (including any
19 Environmental Laws) as defined in Paragraph 15.1 and the existence or non-existence of
20 Hazardous Substances as defined in Paragraph 15.1 on, in or under the Property. Buyer
21 further represents and warrants that in purchase of the Property, Buyer is relying solely upon
22 its own investigations and inspections of same.

23 9.2 As-Is, Sale and Purchase.

24 (a) As-Is. Buyer represents, warrants, acknowledges and agrees
25 that Seller has not made, does not make and specifically negates and disclaims any
26 representations, warranties, promises, covenants, agreements or guaranties of any kind or
27 character whatsoever, whether express or implied, oral or written, past, present or future, of, as
28 to, concerning or with respect to Property, including but not limited to the following: (i) value of

1 the Property; (ii) suitability of the Property for any and all activities and uses which Buyer may
2 conduct therefrom or thereon; (iii) habitability, merchantability, marketability, profitability or
3 fitness for a particular purpose of the Property; (iv) manner, quality, state of repair or lack of
4 repair of the Property; (v) nature, quality or condition of the Property, including without
5 limitation, the water, soil and geology; (vi) compliance of or by the Property or by its operation
6 with any laws, rules, ordinances or regulations of any applicable governmental authority or
7 body; (vii) resources to be derived from the Property or the availability of water or other
8 resources to the Property; (viii) compliance with any Environmental Laws (as defined in
9 Paragraph 15) including but not limited to, environmental protection, pollution or Property use
10 laws, rules, regulations, order or requirements, including but not limited to California Healthy
11 and Safety Code, Federal Water Pollution Control Act, Federal Resource Conservation and
12 Recovery Act, United States Environmental Protection Agency Regulations, Resources
13 Conservation and Recovery Act of 1976 (CERCLA), Clean Water Act, Safe Drinking Water Act,
14 Hazardous Materials Transportation Act, any regulations promulgated under the foregoing; and
15 (ix) presence or absence of any Hazardous Substances, including but not limited to, hazardous
16 or toxic waste, substance or constituent as defined in any applicable federal, state or local law,
17 ordinance or regulation, or any other substance (including, any asbestos, asbestos containing
18 materials, polychlorinated biphenyls, oils, petroleum or any fraction thereof, or crude oil or any
19 fraction thereof, or any underground storage tanks at, on, under, or adjacent to the Property.
20 Buyer further acknowledges and agrees that the sale of the Property as provided for herein is
21 made on an "AS-IS" "WHERE-IS" condition and basis "WITH ALL FAULTS," and that Seller
22 has no obligation to make repairs, replacements or improvements thereto except as may be
23 expressly set forth in this Agreement. Buyer further acknowledges and agrees that any
24 information made available to Buyer or provided or to be provided by or on behalf of Seller with
25 respect to the Property was obtained from a variety of sources and that Seller has not made
26 any investigation or verification of such information and makes not representations as to the
27 accuracy or completeness of such information.

28 ///

1 9.3 Indemnification By Seller. Seller agrees to indemnify, defend and hold
2 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
3 expenses, including attorney's fees and costs, damages and losses, cause or causes of action
4 and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of
5 warranty or covenant by Seller in this Agreement.

6 9.4 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold
7 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,
8 including attorney's fees and costs, damages and losses, cause or causes or action and suit or
9 suits arising out of the ownership and/or operation of the Property after the Closing Date for
10 any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any
11 document delivered to Seller pursuant to this Agreement. This indemnification shall include all
12 costs and attorney fees.

13 10. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to
14 issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase
15 Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions
16 ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title
17 insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the
18 additional premium and costs of the policy survey for the ALTA Extended policy of title and the
19 cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election
20 to obtain an ALTA extended policy of title will not delay the Closing and Buyer's inability to
21 obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a
22 failure of any condition to Closing.

23 11. **Costs and Expenses.**

24 Seller will pay:

- 25 (a) Broker's commission
26 (b) Seller's share of prorations

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Buyer will pay:

- (a) All Escrow fees and costs
- (b) Buyer's share of prorations.
- (c) CLTA standard coverage title policy and Endorsements or Extended ALTA title coverage.
- (d) Environmental Audits.
- (e) All inspections of and entries onto the Property.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Any prorated refund that will be due the Seller will be refunded to the Seller by the county Tax Collector/Assessor outside of Escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller represents and warrants that there are no active accounts associated with the Property.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property and therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

ATM

1 13. **Disbursements and Other Actions by Escrow Holder.** At the Close of
2 Escrow, Escrow Holder will promptly undertake all of the following:

3 13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited
4 with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit
5 all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11 and 12,
6 (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds
7 deposited by Buyer to Buyer.

8 13.2 Recording. Cause the Grant Deed to be recorded with the County
9 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

10 13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

11 13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the
12 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by
13 Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by
14 Buyer.

15 14. **Joint Representations and Warranties.** In addition to any express
16 agreements of the parties contained herein, the following constitute representations and
17 warranties of the parties each to the other:

18 14.1 Each party has the legal power, right and authority to enter into this
19 Agreement and to consummate this transaction.

20 14.2 The individuals executing this Agreement and the instruments
21 referenced herein on behalf of each party and the partners, officers or trustees of each party, if
22 any, have the legal power, right and actual authority to bind each party to the terms and
23 conditions of those documents.

24 14.3 This Agreement and all other documents required to close this
25 transaction are and will be valid, legally binding obligations of and enforceable against each
26 party in accordance with their terms, subject only to applicable bankruptcy, insolvency,
27 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the
28 rights of contracting parties generally.

1 15. **Hazardous Substances.**

2 15.1 Definitions. For the purposes of this Agreement, the following terms
3 have the following meanings:

4 (a) "Environmental Law" means any law, statute, ordinance or
5 regulation pertaining to health, industrial hygiene or the environment including, without
6 limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act
7 of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

8 (b) "Hazardous Substance" means any substance, material or waste
9 which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a
10 "pollutant" or which is or becomes similarly designated, classified or regulated under any
11 Environmental Law including asbestos, petroleum and petroleum products; and

12 (c) "Environmental Audit" means an environmental audit, review or
13 testing of the Property performed by Buyer or any third party or consultant engaged by Buyer to
14 conduct such study.

15 15.2 Seller's Representations and Warranties. Except as disclosed in the
16 Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement (and has
17 been disclosed to Seller as a result of Buyer's investigations at the Property, to Seller's current
18 actual knowledge:

19 (a) No additional Hazardous Substances exist now or have been
20 used or stored on or within any portion of the Property except those substances which are or
21 have been used or stored on the Property by Seller in the normal course of use and operation
22 of the Property and in compliance with all applicable Environmental Laws;

23 (b) There are and have been no federal, state or local enforcement,
24 clean-up, removal, remedial or other governmental or regulatory actions instituted or completed
25 affecting the Property;

26 (c) No claims have been made by any third party relating to any
27 Hazardous Substances on or within the Property; and

28 (d) There has been no disposal of Hazardous Substances or

1 accidental spills which may have contaminated the Property by the Seller. There has been no
2 on-site bulk storage of vehicle fuels or waste oils.

3 15.3 Notices Regarding Hazardous Substances. During the term of this
4 Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or the
5 Property may be subject to any threatened or pending investigation by any governmental
6 agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

7 15.4 Environmental Audit. Buyer has ordered and is conducting, at its sole
8 cost and expense, an Environmental Audit. It shall do so prior to the end of the Due Diligence
9 Period and may quit this transaction if Buyer identifies problems in its sole and subjective
10 judgment that would preclude continuing with this transaction:

11 (a) The Environmental Audit is conducted pursuant to standard
12 quality control/quality assurance procedures. Buyer provided Seller at least one (1) business
13 day's prior notice of any on-site testing of soil or subsurface conditions;

14 (b) Any groundwater, soil or other samples taken from the Property
15 will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable
16 laws. Buyer shall promptly restore the Property to the condition in which it was found
17 immediately prior to Buyer's Environmental Audit;

18 (c) Buyer will not conduct invasive testing of the building without
19 Seller's prior written consent; and

20 (d) Buyer hereby agrees to protect, indemnify, defend and hold
21 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
22 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,
23 employee's or independent contractor's) entries into the Property prior to the Close of Escrow
24 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
25 activities of Buyer.

26 (e) Based on the results of the Phase I and Phase II environmental
27 survey to date, Buyer and Seller acknowledge soil contamination was found. Buyer
28 acknowledges the contamination and accepts property in "as is" condition. Buyer and Seller

1 recognize that additional investigation for possible contamination below foundation is
2 warranted. If additional contamination is found, Buyer understands that ground water
3 contamination is possible, and Buyer is to bear the responsibility for further remediation at its
4 sole cost.

5 16. **Notices.** All notices or other communications required or permitted hereunder
6 must be in writing, and be personally delivered (including by means of professional messenger
7 service), sent by facsimile, or sent by registered or certified mail, postage prepaid, return
8 receipt requested to the addresses set forth in Paragraph 1(h). All notices sent by mail will be
9 deemed received three (3) days after the date of mailing and notices sent by facsimile shall be
10 deemed received upon sender's receipt of facsimile delivery confirmation.

11 17. **Legal and Equitable Enforcement of this Agreement.** Waiver of Specific
12 Performance and Lis Pendens: In the event the Close of Escrow and the consummation of the
13 transaction contemplated by this Agreement do not occur by reason of a material, uncured
14 default by Seller, Buyer will be entitled to payment of its reasonable out-of-pocket expenses
15 incurred in connection with the transaction. As material consideration to Seller's entering into
16 this Agreement with Buyer, Buyer may waive any right: (a) to pursue an action for the specific
17 performance of this Agreement and (b) to record or file a notice of lis pendens or notice of
18 pendency of action or similar notice against any portion of the Property.

19 18. **Miscellaneous.**

20 18.1 Counterparts. This Agreement may be executed in counter parts.

21 18.2 Partial Invalidity. If any term or provision of this Agreement shall be
22 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
23 be affected thereby and each remaining term and provision of this Agreement will be valid and
24 be enforced to the fullest extent permitted by law.

25 18.3 Waivers. No waiver of any breach of any covenant or provision
26 contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of
27 any other covenant or to, a licensed real estate broker (individual or corporate), agent, or finder
28 or other provision contained herein. No extension of time for performance or any obligation or

1 act will be deemed an extension of the time for, performance of any other obligation or act
2 except those of the waiving party which will be extended by a period of time equal to the period
3 of the delay.

4 18.4 Successors and Assigns. Neither party shall transfer or assign its rights
5 or responsibilities under this Agreement without the express written consent of the other party.

6 18.5 Entire Agreement. This Agreement (including all Exhibits attached
7 hereto) constitutes the entire contract between the parties hereto and may not be modified
8 except by an instrument in writing signed by the party to be charged.

9 18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that
10 time is strictly of the essence with respect to each and every term, condition, obligation and
11 provision hereof.

12 18.7 Governing Law. The parties hereto expressly agree that this Agreement
13 will be governed by, interpreted under, and construed and enforced in accordance with the
14 laws of the State of California. Venue for any proceeding related to this Agreement shall be in
15 the County of Riverside.

16 18.8 No Recordation. No memorandum or other document relating to this
17 Agreement shall be recorded without the prior written consent of Seller and Buyer.

18 18.9 Survival. Any provisions of this Agreement which by their terms require
19 performance by either party after the Close of Escrow shall survive the Close of Escrow.

20 18.10 Brokers. Seller and Buyer represent and warrant to the other that Seller
21 has employed a broker and/or finder to represent its interest in this transaction. Seller agrees
22 to indemnify and hold the Buyer free and harmless from and against any and all liability, loss,
23 cost, or expense (including court costs and reasonable attorney's fees) in any manner
24 connected with a claim asserted by any individual or entity for any commission or finder's fees
25 in connection with the conveyance of the Property arising out of agreements by the
26 indemnifying party to pay any commission or finder's fee.

27 18.11 Property Condition. Seller shall maintain the Property and shall deliver
28 the Property to Buyer in as substantially the same condition as the Property exists at the time of

1 execution of this Agreement by Seller.

2 18.12 Exhibits. Each exhibit attached hereto is incorporated herein by this
3 reference as if set forth in full in the body of this Agreement.

4 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and
5 approved by the Board of Directors of the Redevelopment Agency for the County of Riverside.

6 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
7 date and year set forth below.

8
9 Dated: 5/5/11

THE ALLIE T. MALLAD 1990 LIVING TRUST

10
11 By: Allie T. Mallad, TRUSTEE
12 Allie T. Mallad, Trustee

13 REDEVELOPMENT AGENCY FOR THE
14 COUNTY OF RIVERSIDE

15 By: Bob Buster
16 Bob Buster
17 Chairman, Board of Directors

18
19 APPROVED AS TO FORM:
20 PAMELA J. WALLS, Agency Counsel

21 By: Anita C. Willis
22 Deputy ANITA C. WILLIS

23 ATTEST:
24 Kecia Harper-Ihem
25 Clerk of the Board

26 Dated: MAY 24 2011

27 By: Kecia Harper-Ihem, deputy

28 MR:jg/050411/143ED/13.989 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.989.doc

ATM

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 11 of Miller and Newman's Survey of Rubidoux Rancho, in the County of Riverside, State of California, as shown by map on file in book 7, page(s) 36 of maps, records of San Bernardino County, California, as that portion of Lot 8, as shown by plat of the survey of a portion of the Jurupa Rancho made January 30, 2882, at the request of P.D. Cover and others, in the City of Rubidoux, County of Riverside, State of California, on file in book 1, page(s) 68, of maps, records of San Bernardino County, California, described as follows:

Beginning at a point on the Northwesterly line of said Lot 8, which bears South 47° 42' West 5.72 feet from the most Northerly corner of said Lot, said point being on the Southerly right of way line of Mission Boulevard;

Thence South 55° 30' East, on the Southerly line of Mission Boulevard, 18.95 feet;

Thence South 31° 10' West 125.00 feet;

Thence North 58° 30' West, parallel with the Southerly line of Mission Boulevard, 142.29 feet, to the Southeasterly line of Riverview Avenue conveyed to the County of Riverside by deed filed for record October 22, 1940 as Instrument No. 1312;

Thence North 32° 42' 10" East, on the Southeasterly line of Riverside Avenue, 86.10 feet;

Thence Easterly, on a curve concave to the South, having a radius of 40 feet; through an angle of 85° 27' 50" an arc length of 61.76 feet, to a point on the Southerly line of Mission Boulevard;

Thence South 58° 50' East, on the Southerly line of Mission Boulevard, 81.05 feet, to the point of beginning.

Excepting therefrom the right of way for Jurupa Ditch.

Also excepting therefrom that portion thereof conveyed to the County of Riverside in deed, recorded March 30, 1981 as Instrument No. 55427 of Official Records of Riverside County, California.

ATM

EXHIBIT B

Recorded at request of and return
to:

Redevelopment Agency for the
County of Riverside
Real Property Division
3403 10th Street , Suite 500
Riverside, CA 92501

FREE RECORDING

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

MR:ra/040711/143ED/13.989

(Space above this line reserved for Recorder's use)

APN: 181-020-030 & 181-020-031

GRANT DEED

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

ALLIE T. MALLAD, TRUSTEE OF THE ALLIE T. MALLAD 1990 LIVING TRUST

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

See Exhibit "A" attached hereto
And made part hereof



EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 11 of Miller and Newman's Survey of Rubidoux Rancho, in the County of Riverside, State of California, as shown by map on file in book 7, page(s) 36 of maps, records of San Bernardino County, California, as that portion of Lot 8, as shown by plat of the survey of a portion of the Jurupa Rancho made January 30, 2882, at the request of P.D. Cover and others, in the City of Rubidoux, County of Riverside, State of California, on file in book 1, page(s) 68, of maps, records of San Bernardino County, California, described as follows:

Beginning at a point on the Northwesterly line of said Lot 8, which bears South 47° 42' West 5.72 feet from the most Northerly corner of said Lot, said point being on the Southerly right of way line of Mission Boulevard;

Thence South 55° 30' East, on the Southerly line of Mission Boulevard, 18.95 feet;

Thence South 31° 10' West 125.00 feet;

Thence North 58° 30' West, parallel with the Southerly line of Mission Boulevard, 142.29 feet, to the Southeasterly line of Riverview Avenue conveyed to the County of Riverside by deed filed for record October 22, 1940 as Instrument No. 1312;

Thence North 32° 42' 10" East, on the Southeasterly line of Riverside Avenue, 86.10 feet;

Thence Easterly, on a curve concave to the South, having a radius of 40 feet; through an angle of 85° 27' 50" an arc length of 61.76 feet, to a point on the Southerly line of Mission Boulevard;

Thence South 58° 50' East, on the Southerly line of Mission Boulevard, 81.05 feet, to the point of beginning.

Excepting therefrom the right of way for Jurupa Ditch.

Also excepting therefrom that portion thereof conveyed to the County of Riverside in deed, recorded March 30, 1981 as Instrument No. 55427 of Official Records of Riverside County, California.

ATM

APN: 181-020-030 & 181-020-031

Dated: _____

THE ALLIE T. MALLAD 1990 LIVING TRUST

By: _____
Allie T. Mallad, Trustee

State of California)
County of _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, 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 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 _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Robert Field
Executive Director

THE PRESS- ENTERPRISE

CLASSIFIED ADVERTISING

PROOF

Printed by: Walker, Brittany
at: 10:24 am
on: Thursday, Apr 28, 2011

Ad #: 10637191

3512 Fourteenth St.
Riverside, CA 92501-3878
1-800-514-7253
951-684-1200
951-368-9006 Fax

Account Information

Phone #: (951) 955-4820
Name: ECONOMIC DEVELOPMENT
AGENCY
Address: 3403 TENTH ST

RIVERSIDE CA 92501-3813

Acct #: 097576

Client:

Placed by: Ruth Andrews

Fax #: (951)

Ad Information

Classification: Public Notices
Publications: Press-Enterprise
Internet

Start date: 05-01-11

Stop date: 05-15-11

Insertions: 6

Rate code: Open

Ad type: Ad Liner

Taken by: Walker, Brittany

Size: 1x101.360

Bill size: 102.00x 5.14 agate lines

Amount due: **\$1,655.16**

Ad Copy:

NOTICE OF INTENT TO
PURCHASE OF REAL PROP-
ERTY BY THE REDEVELOP-
MENT AGENCY IN THE
UNINCORPORATED COMMU-
NITY OF RUBIDOUX ASSES-
SOR PARCEL NUMBERS
181-020-030
& 181-020-031
(Second Supervisorial
District)

Notice is hereby given pur-
suant to California Health
and Safety Code Section
33397 and Government
Code 6063 that the Redevel-
opment Agency for the
County of Riverside, "the
Agency", intends to pur-
chase real property identi-
fied as Assessor Parcel
Numbers 181-020-030 &
181-020-031 and the Board
of Directors of the Redevel-
opment Agency will con-
sider Resolution Number
2011-015 and the Agree-
ment of Purchase and Sale
and Joint Escrow Instruc-
tions on May 24, 2011, at
9:00 a.m., or as soon there-
after as the Board agenda
permits, at the Riverside
County Administrative Cen-
ter, 4080 Lemon Street, 1st
Floor, Riverside, California
to consider the following:

It is proposed that the
Board approve the Agree-
ment of Purchase and Sale
and Joint Escrow Instruc-
tions by and between the
Redevelopment Agency for
the County of Riverside and
Allie T. Mallad, Trustee of
the Allie T. Mallad 1990 Liv-
ing Trust. The proposed
agreement specifies that
the real property, known as
Assessor Parcel Numbers
181-020-030 & 181-020-031,
consisting of .36 acres, lo-
cated at 5786 Mission
Boulevard in the unincorpo-
rated community of Rubid-
oux of the County of
Riverside, will be pur-
chased for a total price of
\$1,065,000 plus escrow
fees.

At anytime, no later than
the hour set forth above,
any person may submit writ-
ten comments regarding
this proposed action to the
Clerk of the Board of Direc-
tors at the above address.
At the hour set forth above,
the Board of Directors shall
proceed to hear and pass
upon all written and oral tes-
timony relating to the pro-
posed acquisition of the
Subject Property. Inter-
ested persons may contact
the Riverside County
Economic Development
Agency, 3403 10th Street
Suite 500, Riverside, CA
92501 or by calling Candice
Eiter, Real Property Agent
at (951) 955-4214.

CLASSIFIED THE PROOF
ADVERTISING

Printed by: Walker, Brittany
at: 10:24 am
on: Thursday, Apr 28, 2011

Ad #: 10637191

3512 Fourteenth St.
Riverside, CA 92501-3878

1-800-514-7253
951-684-1200
951-368-9006 Fax

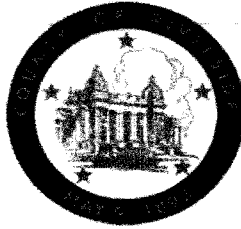
**NOTICE OF INTENT TO PURCHASE OF REAL PROPERTY BY THE
REDEVELOPMENT AGENCY IN THE UNINCORPORATED COMMUNITY OF
RUBIDOUX ASSESSOR PARCEL NUMBERS 181-020-030 & 181-020-031**

(Second Supervisorial District)

Notice is hereby given pursuant to California Health and Safety Code Section 33397 and Government Code 6063 that the Redevelopment Agency for the County of Riverside, the "Agency," intends to purchase real property identified as Assessor Parcel Numbers 181-020-030 & 181-020-031 and the Board of Directors of the Redevelopment Agency will consider Resolution Number 2011-015 and the Agreement of Purchase and Sale and Joint Escrow Instructions on May 24, 2011, at 9:00 a.m., or as soon thereafter as the Board agenda permits, at the Riverside County Administrative Center, 4080 Lemon Street, 1st Floor, Riverside, California to consider the following:

It is proposed that the Board approve the Agreement of Purchase and Sale and Joint Escrow Instructions by and between the Redevelopment Agency for the County of Riverside and Allie T. Mallad, Trustee of the Allie T. Mallad 1990 Living Trust. The proposed agreement specifies that the real property, known as Assessor Parcel Numbers 181-020-030 & 181-020-031, consisting of .36 acres, located at 5786 Mission Boulevard in the unincorporated community of Rubidoux of the County of Riverside, will be purchased for a total price of \$1,065,000 plus escrow fees.

At anytime, no later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Directors at the above address. At the hour set forth above, the Board of Directors shall proceed to hear and pass upon all written and oral testimony relating to the proposed acquisition of the Subject Property. Interested persons may contact the Riverside County Economic Development Agency, 3403 10th Street Suite 500, Riverside, CA 92501 or by calling Candice Etter, Real Property Agent at (951) 955-4214.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

5/24/11
Date

kl
Initial

Notice of Determination

To:
 Office of Planning and Research
For U.S Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth St.
Sacramento, CA 95814

From:
Public Agency: Redevelopment Agency for the County of Riverside
Address: 3043 10th Street, 4th Floor
Riverside, CA 92501
Contact: Claudia Steiding
Phone: (951) 955-8174

County Clerk
County of: Riverside
2724 Gateway Drive
P.O. Box 751
Address: Riverside, CA 92502-0751

Lead Agency (if different from above):
Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2011041039

Project Title: Mission Plaza

Project Location (include county): Southeast corner of Mission Boulevard and Riverview Drive, north of Tilton Avenue in the unincorporated community of Rubidoux, Riverside County.

Project Description: The acquisition of property, the demolition of existing structures, the redevelopment of the Mission Plaza shopping center and surrounding properties, infrastructure improvements to serve the new development, and the potential sale or lease of all or a portion of the Project by the Redevelopment Agency for the County of Riverside to another public agency or a private party.

This is to advise that the County of Riverside Board of Directors approved the above project on

Lead agency or Responsible Agency

May 24, 2011 and has made the following determinations regarding the above described project:
(tentative date)

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was was not adopted for this project.
5. A statement of Overriding Considerations was was not adopted for this project.
6. Findings were were not made pursuant to the provisions of CEQA.

MAY 24 2011 4.9

This is to certify that the Final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

General Public at: Redevelopment Agency for the County of
Riverside
3043 10th Street, 4th Floor
Riverside, CA 92501

Signature: (Public Agency) Karenington Title: Board Assistant

Date: May 24, 2011 Date received for filing at OPR: _____

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2005



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: October 27, 2011

SUBJECT: Mission Plaza Project
Grant Deed

Enclosed, please find the original grant deed for the Mission Plaza Project, Agenda Number 4.9, dated May 24, 2011. Also included is the original Title Policy.

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

Attachment

501100131 6H 5:30
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
SECRETARY/ADMINISTRATIVE SERVICES

4.9
5/24/2011
2011-11-10363



First American Title

CLTA Standard Coverage
Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5002100- 2631

Loan / Owner's Policy

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

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

and in addition, as to an insured lender only:

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

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

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

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

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

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes
 - (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12 (c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
 - (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
 - (iii) the parties designated in Section 2 (a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
 - (c) "insured lender": the owner of an insured mortgage.
 - (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
 - (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
 - (f) "land": the land described or referred to in Schedule A or C, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A or C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
 - (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

CONDITIONS AND STIPULATIONS (Continued)

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of

- (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage;
- (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and
- (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either

- (i) an estate or interest in the land, or
- (ii) an indebtedness secured by a purchase money mortgage given to an insured.

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

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

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

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4 (a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the

Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

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

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

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

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid

(i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and

(ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

CONDITIONS AND STIPULATIONS (Continued)

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and

expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

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

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

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

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

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section

CONDITIONS AND STIPULATIONS (Continued)

8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

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

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

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

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

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

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

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

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

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

(d) The Company shall not be liable to an insured lender for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

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

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or

interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

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

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

10. LIABILITY NONCUMULATIVE.

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

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

11. PAYMENT OF LOSS.

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

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

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated

(i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and

CONDITIONS AND STIPULATIONS (Continued)

(ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

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

(b) The Insured's Rights and Limitations.

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

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

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

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

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

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may

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

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

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

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

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

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

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

15. SEVERABILITY.

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

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

CLTA STANDARD POLICY

SCHEDULE A

LIABILITY: \$1,065,000.00 PREMIUM: \$2,192.00
ORDER NO.: 140-1157078-32 POLICY: 5002100-2631
REFERENCE NO.: 1157078-IG

DATE OF POLICY: JUNE 16, 2011

TIME: 8:00 A.M.

1. NAME OF INSURED:

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

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN SCHEDULE "A" AND WHICH IS COVERED BY THIS POLICY IS:

A FEE

3. THE ESTATE OR INTEREST REFERRED TO HEREIN, IS AT DATE OF POLICY VESTED IN:

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

CLTA STANDARD POLICY

SCHEDULE A (CONTINUED)

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 11 OF MILLER AND NEWMAN'S SURVEY OF RUBIDOUX RANCHO, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE(S) 36 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS THAT PORTION OF LOT 8, AS SHOWN BY PLAT OF THE SURVEY OF A PORTION OF THE JURUPA RANCHO MADE JANUARY 30, 1882 AT THE REQUEST OF P.D. COVER AND OTHERS, IN THE CITY OF RUBIDOUX, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 1, PAGE(S) 68 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 8, WHICH BEARS SOUTH 47° 42' WEST 5.72 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MISSION BOULEVARD

THENCE SOUTH 55° 50' EAST, ON THE SOUTHERLY LINE OF MISSION BOULEVARD, 18.95 FEET

THENCE SOUTH 31° 10' WEST 125.00 FEET

THENCE NORTH 58° 50' WEST, PARALLEL WITH THE SOUTHERLY LINE OF MISSION BOULEVARD, 142.29 FEET, TO THE SOUTHEASTERLY LINE OF RIVERVIEW AVENUE CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED FILED FOR RECORD OCTOBER 22, 1940 AS INSTRUMENT NO. 1312

THENCE NORTH 32° 42' 10" EAST, ON THE SOUTHEASTERLY LINE OF RIVERSIDE AVENUE, 86.10 FEET

THENCE EASTERLY, ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 40 FEET THROUGH AN ANGLE OF 85° 27' 50" AN ARC LENGTH OF 61.76 FEET, TO A POINT ON THE SOUTHERLY LINE OF MISSION BOULEVARD

THENCE SOUTH 58° 50' EAST, ON THE SOUTHERLY LINE OF MISSION BOULEVARD, 81.05 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF WAY FOR JURUPA DITCH

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE IN DEED, RECORDED MARCH 30, 1981 AS INSTRUMENT NO. 55427 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER(S): 181-020-30,31

CLTA STANDARD POLICY

SCHEDULE B – PART I

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE MATTERS SHOWN IN PARTS ONE AND TWO FOLLOWING:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENT, CLAIMS OF EASEMENT OR ENCUMBRANCES, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE OF AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY PUBLIC RECORDS.
5. UNPATENTED MINING CLAIMS; RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF: WATER RIGHTS, CLAIMS OR TITLE TO WATER.
6. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOW BY THE PUBLIC RECORDS.

CLTA STANDARD POLICY

SCHEDULE B – PART II

-
- 1 AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: NOVEMBER 21, 1955, AS INSTRUMENT NO. IN BOOK 1823 PAGE 183 AND 184, OF OFFICIAL RECORDS.
FOR : PIPE LINES AND INCIDENTAL PURPOSES
IN FAVOR OF : FORT SIDE MUTUAL WATER COMPANY, A CORPORATION
AFFECTS : THE NORTHERLY 5 FEET OF SAID LAND
- 2 AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: MAY 16, 1958, AS INSTRUMENT NO. IN BOOK 2272 PAGE 355, OF OFFICIAL RECORDS.
FOR : EITHER OR BOTH POLE LINES AND CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES
IN FAVOR OF : CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION
AFFECTS : THE LOCATION OF SAID EASEMENTS SET FORTH THEREIN
- 3 THE FACT THAT SAID LAND IS WITHIN THE BOUNDARIES OF THE REDEVELOPMENT PROJECT 2-1987 REDEVELOPMENT AREA, AS DISCLOSED BY AN INSTRUMENT RECORDED DECEMBER 24, 1987 AS INSTRUMENT NO. 362717, OFFICIAL RECORDS.
- 4 AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: OCTOBER 10, 1995, AS INSTRUMENT NO. 337078, OF OFFICIAL RECORDS.
FOR : WATER PIPE LINES AND INCIDENTAL PURPOSES
IN FAVOR OF : RUBIDOUX COMMUNITY SERVICES DISTRICT
AFFECTS : THE LOCATION OF SAID EASEMENTS SET FORTH THEREIN
- 5 THE FACT THAT SAID LAND IS WITHIN THE BOUNDARIES OF THE JURUPA VALLEY REDEVELOPMENT PROJECT AREA MERGER AND AMENDMENT REDEVELOPMENT AREA, AS DISCLOSED BY AN INSTRUMENT RECORDED JULY 10, 1996 AS INSTRUMENT NO. 256410, OFFICIAL RECORDS.
- 6 AN EASEMENT FOR PURPOSES HEREIN STATED, AND RIGHTS INCIDENTAL THERETO AS PROVIDED IN AN INSTRUMENT RECORDED: OCTOBER 19, 2005, AS INSTRUMENT NO. 2005-0862057, OF OFFICIAL RECORDS.
FOR : PUBLIC UTILITY AND PUBLIC SERVICES PURPOSES AND INCIDENTAL PURPOSES
IN FAVOR OF : COUNTY OF RIVERSIDE
AFFECTS : THE LOCATION OF SAID EASEMENTS SET FORTH THEREIN

END OF EXCEPTIONS

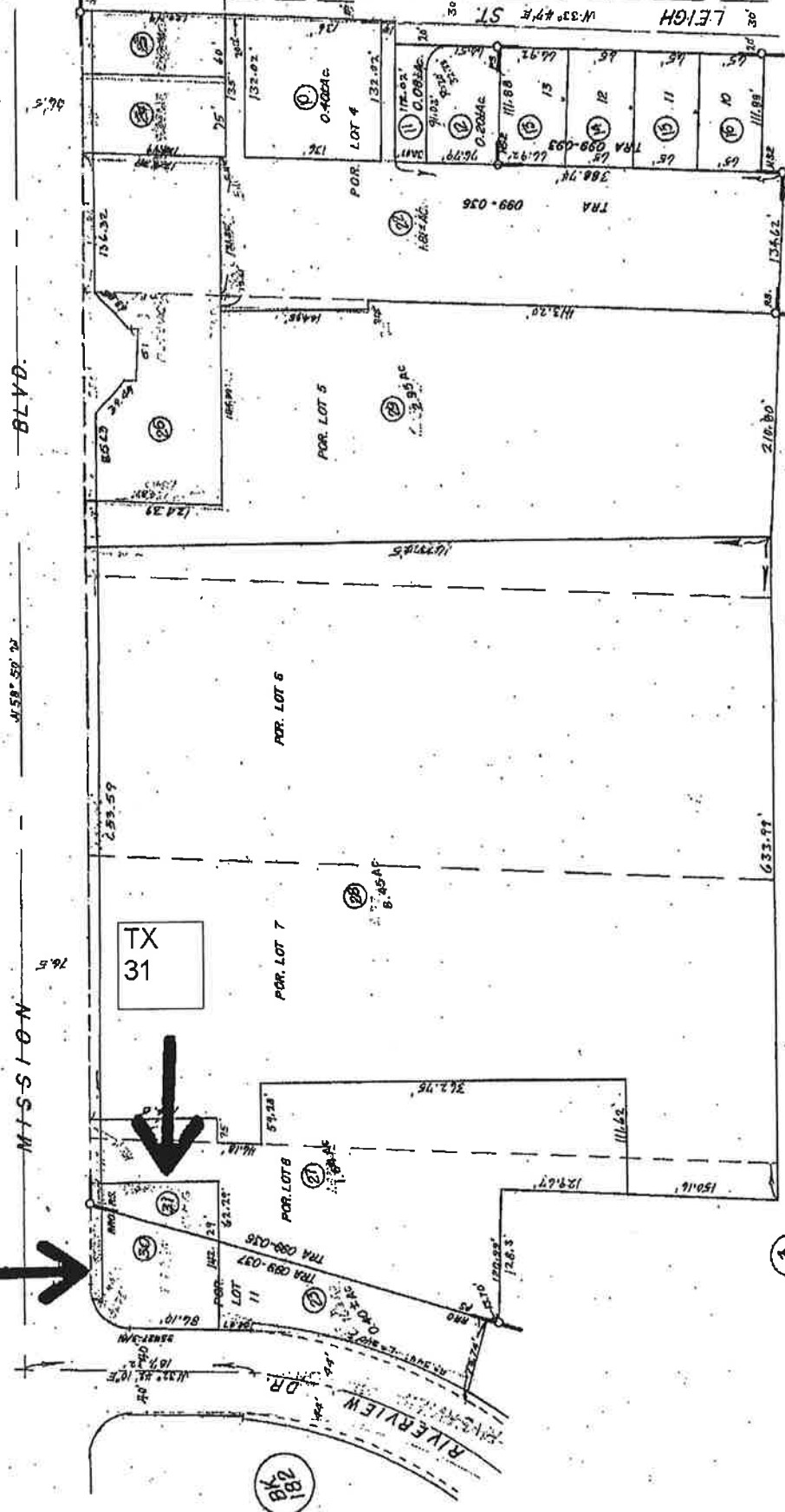
MV/MF

754, 756
181-02

T.R.A. 089-036
089-037
089-093

POR. RUBIDOUX RANCHO

879



04
 MB1/68 SB TM Parsons Subdivision
 MB7316 SB Rubidoux Rancho
 MB 23/71 Hunter Subdivision Unit No 2

DATA: CO. RD. MAP 722 - RR.
 S.S. 10/76

ASSESSOR'S MAP BK. 181 PG. 02
 RIVERSIDE COUNTY, CALIF.

FFR 1975

TX 30

TX 31

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES
 CLASSIFIED FOR GENERAL PURPOSES AND SHOULD NOT BE
 USED FOR ANY OTHER PURPOSES. THE USER SHALL ASSUME
 ALL RISK WITH LOCAL LOT-TO-LOT BOUNDARIES.
 MAR 14 2006

Recorded at request of and return
 to Mail Tax Statements to
 Redevelopment Agency for the
 County of Riverside
 Real Property Division
 3403 10th Street, Suite 500
 Riverside, CA 92501

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

MR:ra/040711/143ED/14.115
 APN: 181-020-030 & 181-020-031

DOC # 2011-0265653

06/16/2011 09:33A Fee:NC

Page 1 of 4

Recorded in Official Records
 County of Riverside

Larry W. Ward
 Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			4						
M	A	L	465	426	PCOR	NCOR	SMF	XCHG	EXAM
							T:	CTY	UNI



GRANT DEED

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

ALLIE T. MALLAD, TRUSTEE OF THE ALLIE T. MALLAD 1990 LIVING TRUST

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

See Exhibit "A" attached hereto
 And made part hereof

Dated: June 7, 2011

THE ALLIE T. MALLAD 1990 LIVING TRUST

No Consideration

By: Allie T. Mallad, Trustee
 Allie T. Mallad, Trustee

DOCUMENT TRANSFER TAX \$ 0

____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
 ____ OR COMPUTED ON FULL VALUE LESS LIENS AND
 ENCUMBRANCES REMAINING AT TIME OF SALE.

[Signature]
 Signature of Declarant or Agent determining tax. Firm Name

Mail Tax Statement as Directed Above

State of California)
County of San Bernardino)

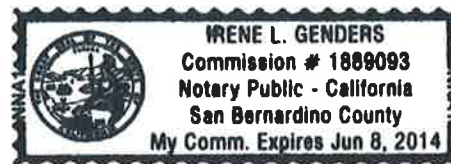
On 6-7-2011, before me, Irene L. Genders, a Notary Public in and for said County and State, personally appeared Allie T. Mallad, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 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

Irene L. Genders



[SEAL]

CERTIFICATE OF ACCEPTANCE

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

Date: 6-9-11

By: 
Robert Field, Executive Director


FORM APPROVED COUNTY COUNSEL
BY:  6-8-11
AMITA C. WILLIS DATE

Exhibit "A"

That portion of Lot 11 of Miller and Newman's Survey of Rubidoux Rancho, in the County of Riverside, State of California, as shown by map on file in book 7, page(s) 36 of maps, records of San Bernardino County, California, as that portion of Lot 8, as shown by plat of the survey of a portion of the Jurupa Rancho made January 30, 1882 at the request of P.D. Cover and others, in the City of Rubidoux, County of Riverside, State of California, on file in book 1, page(s) 68 of maps, records of San Bernardino County, California, described as follows:

Beginning at a point on the Northwesterly line of said Lot 8, which bears South 47° 42' West 5.72 feet from the most Northerly corner of said Lot, said point being on the Southerly right of way line of Mission Boulevard

Thence South 55° 50' East, on the Southerly line of Mission Boulevard, 18.95 feet

Thence South 31° 10' West 125.00 feet

Thence North 58° 50' West, parallel with the Southerly line of Mission Boulevard, 142.29 feet, to the Southeasterly line of Riverview Avenue conveyed to the County of Riverside by deed filed for record October 22, 1940 as Instrument No. 1312

Thence North 32° 42' 10" East, on the Southeasterly line of Riverside Avenue, 86.10 feet

Thence Easterly, on a curve concave to the South, having a radius of 40 feet through an angle of 85° 27' 50" an arc length of 61.76 feet, to a point on the Southerly line of Mission Boulevard

Thence South 58° 50' East, on the Southerly line of Mission Boulevard, 81.05 feet, to the point of beginning.

Excepting therefrom the right of way for Jurupa Ditch

Also excepting therefrom that portion thereof conveyed to the County of Riverside in deed, recorded March 30, 1981 as Instrument No. 55427 of Official Records of Riverside County, California.

ATTACHMENTS FILED
WITH
THE CLERK OF THE BOARD