

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

927



FROM: Redevelopment Agency

SUBMITTAL DATE:
June 2, 2011

SUBJECT: RDA Resolution No. 2011-020, Authorization to Purchase in the Mid-County Project Area, District 3.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve RDA Resolution No. 2011-020, Authorization to Purchase Real Property in the Mid-County Project Area, within the City of Hemet, County of Riverside;
2. Approve and authorize the Chairman of the Board to execute the Purchase and Sale Agreement for the purchase of Assessor's Parcel Number 439-060-015 from Mike Moll and Nancy Moll, husband and wife;
3. Authorize the Redevelopment Agency to expend \$317,650 for the property transaction costs and due diligence;

(continued)

Robert Field

Robert Field
Executive Director

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 317,650 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2011/12 |

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Low Moderate Housing Funds

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

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Buster, 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: June 14, 2011
xc: RDA, Auditor, CIP

Kecia Harper-Ihem
Clerk of the Board

Kecia Harper-Ihem
By: Deputy

Prev. Agn. Ref.: N/A

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: 3

Agenda Number:

4.4

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 DEPUTY AUDITOR-CONTROLLER
 REVIEWED BY CIP
 ANITA C. WILLIS
 FORM APPROVED COUNTY COUNSEL
 BY: *5/26/11*
 DEPUTY COUNTY COUNSEL
 Policy ☒ Consent ☐
 Policy ☒ Consent ☐
 Dep't Recomm.: ☐ Per Exec. Ofc.: ☐

RECOMMENDED MOTION: (Continued)

4. Authorize the Clerk of the Board to certify acceptance of any documents pertaining to this transaction; and,
5. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute and take all necessary steps to implement the Acquisition Agreement including signing subsequent, necessary related documents to complete this transaction.

BACKGROUND:

Agency staff has successfully negotiated a settlement for the acquisition of property identified as Assessor's Parcel Number 439-060-015 with Mike and Nancy Moll for a purchase price of \$300,000 plus escrow fees and miscellaneous costs associated with the Acquisition.

The negotiated price is consistent with current property values in the North Hemet area based on an independent fee appraisal report.

The subject parcel consists of 0.24 acres and is located near the Northwest corner of State Street and Menlo Avenue, Hemet. The parcel is contiguous to agency owned parcels and is needed for the potential construction of low-moderate income infill housing. The project will contribute to eliminating blighting conditions in the Project Area.

The Notice of Intent to Purchase Real Property was published pursuant to Section 25350 of the California Government Code and Section 33397 of the Health and Safety Code.

Guided by Government Code Section 7267: "In order to encourage and expedite the acquisition and relieve congestion in the courts, to assume consistent treatment for owners in the public programs, and to promote public land acquisition practices, public entities shall, to the greatest extent practicable be guided by the provision of Section 7267.1: 'The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation.'"

FINANCIAL DATA:

The following summarizes the funding for the acquisition of Assessor's Parcel Number 439-060-015:

| | |
|----------------------------------|-----------|
| Acquisition | \$300,000 |
| Escrow and Title Fees | \$6,000 |
| Real Property Costs | \$5,000 |
| Due Diligence Expense | \$1,650 |
| Appraisal | \$5,000 |
| Total Estimated Acquisition Cost | \$317,650 |

BOARD OF DIRECTORS

REDEVELOPMENT AGENCY

**RDA RESOLUTION NO. 2011-020
AUTHORIZATION TO PURCHASE REAL PROPERTY IN THE MID-COUNTY
PROJECT AREA – 3RD SUPERVISORIAL DISTRICT
(Third Supervisorial District)**

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

WHEREAS, Agency has adopted Redevelopment Plans for Redevelopment Project Area 1-1986, Jurupa Valley, Mid-County, Desert Communities, and I-215 Corridor, as amended, hereinafter referred to as ("Project Areas"); and

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

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

WHEREAS, the Agency has based on an independent fee appraisal report, negotiated a purchase price of \$300,000 for Assessor's Parcel Numbers 439-060-015, ("Property"), more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Agency is allocating an additional amount of \$17,650 for due diligence expenses, escrow fees, and other miscellaneous transaction expenses; and

WHEREAS, the North Hemet Sub-Area is located within the Mid-County Redevelopment Project Area, ("Sub-Area"); and

WHEREAS, the Property is located within the Sub-Area; and

WHEREAS, the Agency is purchasing the Property for redevelopment purposes

1 that will assist in implementing the Sub-Area's redevelopment plan ("Plan") and assist in
2 eliminating blighting conditions within the Sub-Area; and

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

6 **NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the
7 Board of Directors of the Redevelopment Agency for the County of Riverside, State of
8 California, in regular session assembled on June 14, 2011, as follows:

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

11 2. That the Redevelopment Agency for the County of Riverside is authorized
12 to purchase real property identified as Assessor's Parcel Number 439-060-015, more
13 particularly described in Exhibit "A".

14 3. That the purchase price for the real property is \$300,000.

15 4. That the Chairman of the Board of Directors is hereby authorized to
16 execute any and all documents necessary to purchase the real property from Mike Moll
17 and Nancy Moll, husband and wife.

18 5. That the Executive Director of the Redevelopment Agency or designee is
19 hereby authorized to take the necessary actions and execute any related documents to
20 complete this transaction.

21 ///

ROLL CALL:

22 ///

Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley

23 ///

Nays: None

24 ///

Absent: None

25 ///

26 The foregoing is certified to be a true copy of a resolution duly
27 adopted by said Board of Supervisors on the date therein set forth.

28 ///

KECIA HARPER-IHEM, Clerk of said Board

By: _____

Deputy

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 6-26-11
BY: *[Signature]* DATE: 6-26-11
BY: *[Signature]* DATE: 6-26-11

Exhibit "A"

That portion of the South half of Farm Lot 125 of the Estudillo Land Water Company Addition to San Jacinto, in the City of Hemet, County of Riverside, State of California, as shown by map on file in Book 9 page 410 of Maps, Records of San Diego County, California, by metes and bounds as follows:

Beginning at a point which is the intersection of the center line of Menlo Avenue and State Street;
Thence North on the center line of State Street, 156 feet;
Thence West 330 feet parallel with Menlo Avenue;
Thence South 156 feet parallel with State Street;
Thence East on the center line of Menlo Avenue, 330 feet to the point of beginning.

Excepting therefrom the Westelry 70 feet thereof;

Also Excepting therefrom those portions included in Menlo Avenue and State Streete for road purposes.

Also except therefrom that portion described in by Grant Deed recorded January 4, 1967, as Instrument No. 67-379, of Official Records.

ACQUISITION AGREEMENT

This AGREEMENT, herein called the "Agreement," is made by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, herein called "Agency," and MIKE H. MOLL AND NANCY P. MOLL, husband and wife, herein called "Grantor."

Grantor has executed and will deliver to Tracy Kaiser, Development Specialist III for the Agency or to the designated escrow company, a Grant dated DECEMBER 27, 2010, identifying APN (s) 439-060-015, herein called the "Property," in consideration of which it is mutually agreed as follows:

1. The Agency shall:

A. Pay to the order of Grantor the sum of **\$300,000** for the Property, or interest therein, conveyed by said deed, when title to said property or interest vests in Agency free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), and taxes except those encumbrances and easements which, in the sole discretion of the Agency, are acceptable.

B. Handle real property taxes, bonds, and assessments in the following manner:

1. All real property taxes shall be prorated, paid, and canceled pursuant to the provisions of Section 5081 et. seq. of the Revenue and Taxation Code.

2. Agency is authorized to pay from the amount shown in Paragraph 1A herein, any unpaid taxes together with penalties, cost and interest thereon, and any bonds or assessments that are due on the date title is transferred to, or possession is taken by the Agency, whichever first occurs.

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

2. Grantor shall:

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

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

3. A. Any and all moneys payable under this judgment, up to and including the total amount of unpaid judgment and all interest thereon, evidenced and secured by an Abstract of Judgment recorded, **April 5, 2007**, as Instrument No. **2007-0230557**, Official Records, shall, upon demand, be made payable to the Judgment Creditor entitled thereunder; said Judgment Creditor to provide a Satisfaction of Judgment as to APN 439-

060-015, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Abstract of Judgement.

B. Any and all moneys payable under this judgment, up to and including the total amount of unpaid judgment and all interest thereon, evidenced and secured by an Abstract of Judgment recorded, **April 10, 2010**, as Instrument No. **2008-0177818**, Official Records, shall, upon demand, be made payable to the Judgment Creditor entitled thereunder; said Judgment Creditor to provide a Satisfaction of Judgment as to APN 439-060-015, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Abstract of Judgment.

C. Any and all moneys payable under this judgment, up to and including the total amount of unpaid judgment and all interest thereon, evidenced and secured by an Abstract of Judgment recorded, **August 3, 10, 2007**, as Instrument No. **2007-0502460**, Official Records, shall, upon demand, be made payable to the Judgment Creditor entitled thereunder; said Judgment Creditor to provide a Satisfaction of Judgment as to APN 439-060-015, and to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said Abstract of Judgement.

Grantor hereby authorizes and directs the disbursement of funds which are demanded under the terms of said Abstract of Judgements.

4. The close of escrow is subject to an acceptable Phase I Environmental Site Assessment Report. Said report shall be sole responsibility of Agency.

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

6. The Parties hereto recognize and understand that the consideration hereunder originates from local State and/or Federal sources, and therefore Agency shall have the right to terminate this transaction (a) if such funding is reduced or otherwise

1 becomes unavailable, based on Agency's annual fiscal budget, or (b) if any law, rule or
2 regulation precludes, prohibits or materially adversely impairs Agency's ability to use the
3 Premises for the use permitted herein, or (c), if Agency in its sole discretion determines
4 that the Premises are no longer suitable for its use for any reason or cause. Agency shall
5 provide Grantor with written notification of its election to terminate this transaction at least
6 30 days prior to the date of close of escrow. Agency's notice shall state reason for its
7 termination.

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

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

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

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

25 11. The acquisition of the Property shall be contingent upon the approval by the
26 Redevelopment Agency of the Authorization to Purchase and the approval of the
27 Agreement. This contingency will be removed from escrow upon the receipt of the
28 Agreement signed by the Redevelopment Agency.

12. Grantor, his 87 assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

Dated: Dec. 27, 2010

Mike H. Moll
Mike H. Moll

Dated: Dec. 27, ~~2110~~ 2010

Nancy P. Moll
Nancy P. Moll

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: Bob Buster
Bob Buster, Chairman
Board of Directors

PAMELA J. WALLS
Agency Counsel

By: Anita C. Willis
Deputy, ANITA C. WILLIS

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By: Kecia Harper-Ihem
Deputy

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

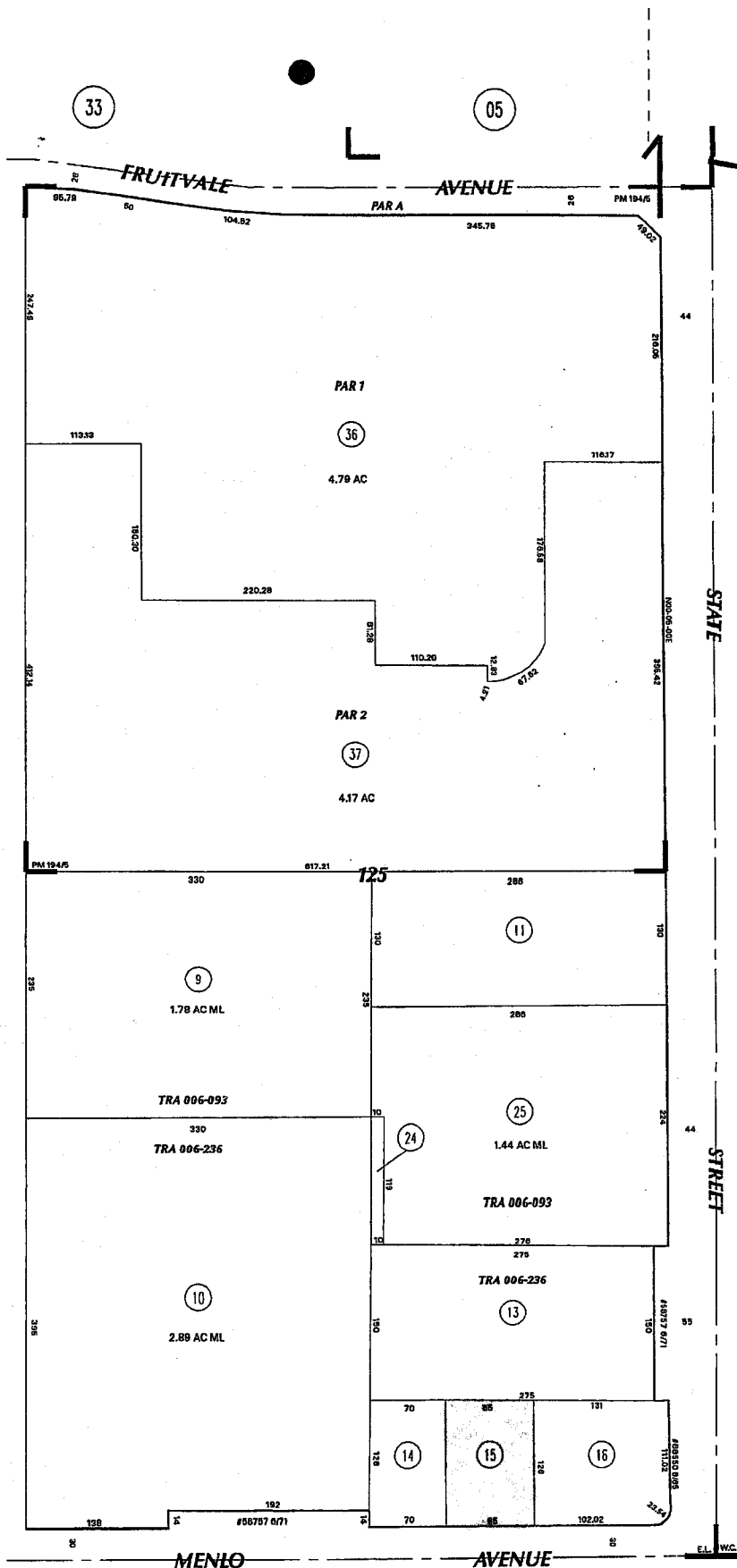
Exhibit "A"

POR. SEC. 3 T. 5S., R. 1W
CITY OF HEMET

T.R.A. 006-093
006-236

439-06
13-25, 13-30-5

1" = 100'
ANGLE = 90°



ASSESSOR'S MAP BK 439 PG. 06
Riverside County, Calif.

2012

DATA: M 9/5/7 SD

MB 9/4/10 S.D. ESTUDILLO LD & WATER CO. ADD
PM 194/5-7 PARCEL MAP NO. 28501

Feb 2000
MAR 0 6 2000

| DATE | OLD NUMBER | NEW NUMBER |
|---------|------------|------------|
| 12/7/75 | 006-131 | 006-131 |
| 12/7/75 | 006-132 | 006-132 |
| 12/7/75 | 006-133 | 006-133 |
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| 12/7/75 | 006-200 | 006-200 |

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: February 9, 2012

SUBJECT: Smart & Final Street Expansion Project
Grant Deed

Attached please find the original grant deed for the Smart & Final Street Expansion Project, Agenda Number 4.4, dated June 14, 2011.

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

Attachment

2012 FEB 17 09:30:01

6/14/2011

4.4

2012-2-111468

ORANGE COAST TITLE CO.

RECORDED AT REQUEST OF AND RETURN TO:

Redevelopment Agency for the County of
Riverside
p.o. Box 1180
Riverside, CA 92502
Atten: Real Estate Division

FREE RECORDING

This instrument is for the benefit of the
Redevelopment Agency of Riverside, and
is entitled to be recorded with fee. (Govt.
Code 6103)

DOC # 2012-0044877

01/31/2012 05:00 PM Fees: \$0.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

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

GRANT DEED

Project: Smart & Final State Street Expansion
ASSESSOR'S PARCEL NO.: 439-060-015-6
TITLE ORDER NO.: 140-1176688-32
ESCROW NO.: 1176688-IG
TRA: 006-236

Document Transfer Tax \$0.00, per Revenue & Taxation
Code Section 11922..

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **NANCY P MOLL**, a
Widow

hereby GRANT(S) to Redevelopment Agency for the County of Riverside, a public body, corporate and politic
organized and existing under, and by virtue of the State of California

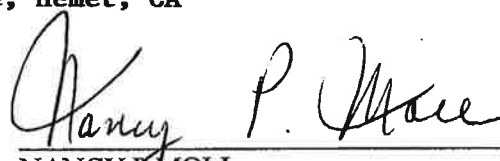
all that real property situated in the City of Hemet, County of **Riverside**, State of **CA**, described as: Lega
description attached hereto and made a part hereof as **EXHIBIT "A"**.

Property more commonly known as: 160 Menlo Avenue, Hemet, CA
Dated January 11, 2012

State of California

County of Riverside

On Jan. 25, 2012 before me, L. Dickerson, Notary
Public personally appeared Nancy P. Moll

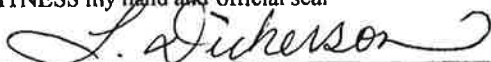


NANCY P MOLL

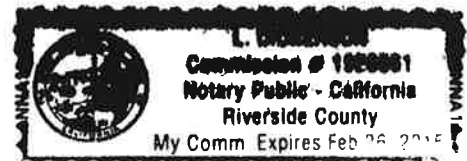
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature



(This area for official notary seal)

MAIL TAX STATEMENTS TO: Same as Above



ORANGE COAST TITLE CO.

RECORDED AT REQUEST OF AND RETURN TO:

Redevelopment Agency for the County of
Riverside
p.o. Box 1180
Riverside, CA 92502
Atten: Real Estate Division

FREE RECORDING

This instrument is for the benefit of the
Redevelopment Agency of Riverside, and
is entitled to be recorded with fee. (Govt.
Code 6103)

GRANT DEED

Project: Smart & Final State Street Expansion
ASSESSOR'S PARCEL NO.: 439-060-015-6
TITLE ORDER NO.: 140-1176688-32
ESCROW NO.: 1176688-IG
TRA: 006-236

Document Transfer Tax \$0.00, per Revenue & Taxation
Code Section 11922..


FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NANCY P MOLL, a
Widow

hereby GRANT(S) to Redevelopment Agency for the County of Riverside, a public body, corporate and politic,
organized and existing under, and by virtue of the State of California

all that real property situated in the City of Hemet, County of **Riverside**, State of **CA**, described as: Legal
description attached hereto and made a part hereof as EXHIBIT "A".

Property more commonly known as: 160 Menlo Avenue, Hemet, CA
Dated January 11, 2012

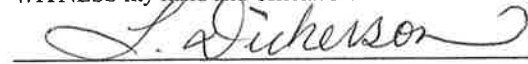
State of California
County of Riverside
On Jan. 25, 2012 before me, L. Dickerson, Notary
Public personally appeared Nancy P. Moll


NANCY P MOLL

who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

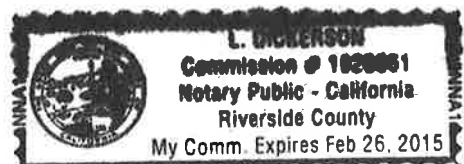
WITNESS my hand and official seal


Signature



(This area for official notary seal)

MAIL TAX STATEMENTS TO: Same as Above



NOTARY CLARITY AFFIDAVIT

In accordance with Government Code Section 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: L. Dickerson

County/State where Bond is filed: Riverside, California

Number: 1926861

Expiration Date: 2-26-2015

Place of Execution: Riverside, California

Date of Execution: 1-25-2012

ORANGE COAST TITLE COMPANY

By:


Irene Genders, Area Escrow Manager

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: Jan. 31, 2012

By: 
Robert Field, Executive Director

Exhibit "A"

That portion of the South half of Farm Lot 125 of the Estudillo Land Water Company Addition to San Jacinto, in the City of Hemet, County of Riverside, State of California, as shown by map on file in Book 9 page 410 of Maps, Records of San Diego County, California, by metes and bounds as follows:

Beginning at a point which is the intersection of the center line of Menlo Avenue and State Street
Thence North on the center line of State Street, 156 feet
Thence West 330 feet parallel with Menlo Avenue
Thence South 156 feet parallel with State Street
Thence East on the center line of Menlo Avenue, 330 feet to the point of beginning.

Excepting therefrom the Westelry 70 feet thereof
Also Excepting therefrom those portions included in Menlo Avenue and State Streete for road purposes.

Also except therefrom that portion described in by Grant Deed recorded January 4, 1967, as Instrument No. 67-379, of Official Records.



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

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

Website www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

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

ASSESSOR'S PARCEL NO. 439-060-015-6
Property Address: 160 Menlo, Hemet CA 92543

I declare that the documentary transfer tax
for this transaction is:
County Tax -0-
City Tax -0-

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

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

1. ☐ Section 11911. The document is a lease for a term of less than thirty-five years (including options).
2. ☐ Section 11911. The easement is not perpetual, permanent, or for life.
3. ☐ Section 11921. The instrument was given to secure a debt.
4. ☒ Section 11922. The conveyance is to a governmental entity or political subdivision.
5. ☐ Section 11925. The transfer is between individuals and a legal entity, or between legal entities, and does not change the proportional interests held.
6. ☐ Section 11926. The instrument is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
7. ☐ Section 11926. The grantee is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
8. ☐ Section 11927. The conveyance relates to a dissolution of marriage or legal separation
9. ☐ Section 11930. The conveyance is an *inter vivos* gift* or a transfer by death.

***Please be aware that information stated in this document may be given to an used by governmental agencies including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.**

10. ☐ Section 11930. The conveyance is to the grantor's revocable living trust
11. ☐ Other (Include explanation and authority) _____

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

Executed this 31st day of Jan, 2012, at Ontario, CA _____
City State


Signature of Affiant Irene Genders, Escrow Agent

Orange Coast title Co.
Printed Name of Affiant

3536 Concours, Ontario, CA 91764

Orange Coast Title
Name of Firm (if applicable)

Address of Affiant

909-987-5433
Telephone Number of Affiant (including area code)

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

For Recorder's Use:

Affix PCOR Label Here