

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

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C



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
June 28, 2011

**SUBJECT:** Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project

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

1. Conduct a public hearing in accordance with Health and Safety Code Section 33679
2. Approve a reduction of the contract retention from 10% to 5% per the General Conditions of the contract in relation to the Rancho Jurupa Regional Sports Complex – Well Pumping Project Phase I and release \$10,604.05 to Bakersfield Well and Pump Company;

**FISCAL PROCEDURES APPROVED**  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]* DATE: 6/28/11  
**FORM APPROVED COUNTY COUNSEL**  
 BY: *[Signature]* DATE: 6/23/11  
 MARSHA L. VICTOR  
**REVIEWED BY CIP**  
*[Signature]*  
 Christopher Hains  
 Department of Capital Improvement

(Continued)

*[Signature]*  
Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,988,000	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:** *Yes*

<b>SOURCE OF FUNDS:</b> Jurupa Valley Redevelopment Capital Improvement Project Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

*[Signature]*  
BY: Jennifer L. Sargent

**County Executive Office Signature**

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

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

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

Ayes: Buster, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: July 26, 2011

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

xc: RDA, EDA, CIP, Auditor, COB, Recorder  
 (Comp. Item 9.31)

Prev. Agn. Ref.: N/A      District: 2      Agenda Number: **4.6**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION: (Continued)**

3. Make the following findings pursuant to Health and Safety Code Section 33445:
  - a. The improvements to Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II is of benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing recreational improvements and opportunities to surrounding community;
  - b. No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;
  - c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of buildings, facilities, structures, or other improvements;
4. Adopt the Negative Declaration for Environmental Assessment No. ED1206005012;
5. Adopt Resolution No. 2011-017, Authorization to Purchase Real Property for the Rancho Jurupa Regional Sports Complex Project – Well Pumping Equipment Project Phase II, Assessor's Parcel Number 181-190-018 consisting of .58 acres;
6. Approve the purchase and sale agreement and joint escrow instructions, and authorize the Chairman to execute the documents on behalf of the Board of Directors;
7. Authorize the Executive Director of the Redevelopment Agency, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
8. Approve the specifications for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II and authorize the Clerk of the Board to advertise for bids; and
9. Approve a total project budget of \$1,988,000

**BACKGROUND:**

On October 5, 2010, the Board approved the award of the construction contract to Bakersfield Well & Pump Company in the amount of \$212,081. Pursuant to the General Conditions of the Contract, the Redevelopment Agency is currently retaining 10% of all progress payments to Bakersfield Well & Pump Company. The General Conditions of the Contract states that after the 50% completion point of the contract work, if satisfactory progress is being made, the county has sole discretion to reduce the retention to a minimum of 5% of the contract. Bakersfield Well & Pump Company has completed over 85% of the contract work and excellent progress has been made. The contract work is also being completed on time, within budget, and in a professional manner.

(Continued)

**BACKGROUND:** (Continued)

Therefore, staff recommends that the contract retention be reduced to 5% of the contract and release \$10,604 to Bakersfield Well & Pump Company.

The plans and specifications for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II are complete and ready to go out to bid. This phase of the project will construct the water well, pumping plant, reservoir, and all above ground improvements necessary to complete the construction of the well. The Redevelopment Agency (RDA) recommends the Board approve the plans and specifications and authorize the Clerk of the Board to advertise for the bid.

As part of the Rancho Jurupa Regional Sports Complex Project – Well Pumping Project Phase II, the RDA seeks to acquire .58 acres of unoccupied land, being a portion of Assessor Parcel 181-190-018, upon which the well will be constructed. The purchase price to acquire the property is \$78,000. The local water utility, Rubidoux Community Services District (RCSD), currently lacks capacity to deliver sufficient water for the planned soccer fields.

Compensation to the owner and transaction costs will be funded through the Jurupa Valley Redevelopment Capital Improvement budget and is further identified in the total project budget. The seller will execute a grant deed that will convey title to the RDA. This resolution has been reviewed and approved by Counsel as to legal form. Notice was provided pursuant to Government Health & Safety Code 33679. The Phase I report for said subject property indicates no contamination. This resolution has been reviewed and approved by Counsel as to legal form. The RDA recommends that the Board adopt Resolution No. 2011-017, authorize the purchase and sale agreement and joint escrow instructions, and authorize the Chairman to execute the documents on behalf of the Board of Directors.

The California Environmental Quality Act (CEQA) documentation and findings are being presented for Board approval. In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177), an Initial Study was prepared to analyze the proposed project to determine any potential significant impacts upon the environment as a result of project implementation.

The analysis contained in the Initial Study demonstrates that the project would not have any significant impacts to the environment. The Initial Study and subsequent Negative Declaration (IS/ND) were prepared and circulated for the mandatory 30-day public review period from March 28, 2011 to April 26, 2011, which included notification in the local newspaper, The Press Enterprise. Due to a processing error at the state level, California State Agencies, through the Office of Planning and Research, will have a separate 30-day review period from April 4, 2011 to May 4, 2011. This is permissible under CEQA Guideline Section 15087 (e).

Pursuant to CEQA Section 15074, the county shall consider all comments received during the review period prior to adoption of the IS/ND. No comment letters were received and therefore no letters are included in the report. RDA staff recommends that the Board make the project findings and adopt the Negative Declaration for Environmental Assessment No. ED1206005012. The project budget has been programmed as follows on page 4.

**BACKGROUND: (Continued)**

**Project Budget:**

Construction	\$ 1,550,000
Property Acquisition and Expenses	\$ 90,500
Project Management	\$ 25,000
Specialty Inspection and Miscellaneous Costs	\$ 100,000
Utility and Development Fees	\$ 50,000
Project Contingency	\$ 172,500
<hr/>	
Total:	\$ 1,988,000

**Attachments:**

- Negative Declaration for Environmental Assessment No. ED1206005012
- Resolution No. 2011-017
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Plans & Specifications – Well Pumping Equipment Project Phase II



2  
3 **Resolution No. 2011-017**  
4 **Authorization to Purchase Sports Complex**  
5 **in the Jurupa Valley Project Area**  
6 **(Second Supervisorial District)**

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

12 **WHEREAS**, the Riverside County Board of Supervisors adopted redevelopment  
13 plans for Redevelopment project Area No. 1-1986, Jurupa Valley, Mid-County, Desert  
14 Communities and the I-215 Corridor, as amended ("Project Areas");

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

18 **WHEREAS**, pursuant to Health and Safety Code Section 33391, the Agency  
19 may acquire, within a survey area or for purposes of redevelopment, any interest in  
20 real property;

21 **WHEREAS**, the property is located in the Jurupa Valley project Area;

22 **WHEREAS**, the Agency has based on an independent fee appraisal report,  
23 negotiated a purchase price of Seventy Eight Thousand Dollars (\$78,000) for real  
24 property owned by Flabob Airport, LLC located in the County of Riverside, identified as  
25 a portion of Assessor's Parcel Number 181-190-018 ("Property"), more particularly

1 identified as shown in Exhibit "A", which is attached hereto and incorporated herein;

2 WHEREAS, the purchase of the Property is for redevelopment purposes and  
3 will assist the Agency in implementing the redevelopment plan for the Project Area and  
4 will help eliminate physical blighting conditions with the Project Area; and

5 WHEREAS, the Agency certifies that it has fully complied with the provisions of  
6 the California Environmental Quality Act.

7 NOW THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED by the Board  
8 of Directors of the Redevelopment Agency for the County of Riverside, State of  
9 California, assembled in regular session on July 12, 2011 as follows:

- 10 1. That the above recitals are true and correct.
- 11 2. That the nature of the property to be purchased is a vacant parcel located in the
- 12 unincorporated area of the County of Riverside, State of California.
- 13 3. That the seller of the property is Flabob, LLC.
- 14 4. That the purchase price is \$78,000.
- 15 5. That the purchase of the property is authorized by the Board of Directors.
- 16 6. IT IS FURTHER RESOLVED that notice of this purchase has been given
- 17 pursuant to Health and Safety Code Section 33679 and Government Code
- 18 Section 6066.

19 /// ROLL CALL:

20 /// Ayes: Buster, Stone, Benoit, and Ashley  
 21 /// Nays: None  
 22 /// Absent: Tavaglione

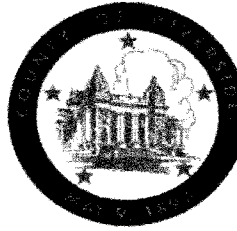
23 /// The foregoing is certified to be a true copy of a resolution duly  
adopted by said Board of Supervisors on the date therein set forth.

24 /// KECIA HARPER-IHEM, Clerk of said Board

25 By: \_\_\_\_\_ Deputy

JF:ra/062311/328ED/14.092 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.092.doc

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]*  
 ANITA C. WILLIS  
 DATE: 6-23-11



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

8/2/11  
Date

KV  
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 Street  
Sacramento, CA 95814

**From:**

Public

*Agency:*

*Address:*

*Contact:*

*Phone:*

Redevelopment Agency for the County of

Riverside

3043 10<sup>th</sup> Street, 5th Floor  
Riverside, CA 92501

Claudia Steiding

(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): 2011041017

Project Title: Rancho Jurupa Regional Sports Complex Well Pump Acquisition

Project Location (include county): North of the convergence of 46<sup>th</sup> Street and Crestmore Road in the unincorporated territory of Riverside County on Assessor's Parcel Number 181-190-018

Project Description: In May, 2010, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Rancho Jurupa Regional Sports Complex ("Sports Park") and circulated for a 30-day period between May 4, 2010, and June 2, 2010, to the State Clearinghouse (SCH No. 2010051006), Responsible Agencies, and interested parties. The project evaluated in the IS/MND for the Sports Park was the construction and operation of a sports park and associated amenities, an approximately 16-inch diameter well to be constructed on property owned by the adjacent Flabob Airport, an approximately 20,000-gallon to 40,000-gallon bolted steel water reservoir, and a booster station. The IS/MND and Sports Park were approved by the County of Riverside Board of Supervisors on June 15, 2010, and the Notice of Determination was filed with the County Clerk and State Clearinghouse.

The approved IS/MND prepared for the Sports Park anticipated that the site of the well, reservoir, and booster station would be owned and operated by the Rubidoux Community Services District (RCSD) and that the RCSD would acquire the well site, located to the west of the Sports Park site, from Flabob Airport. The RCSD and the owners of Flabob Airport were unable to come to an agreement regarding the purchase of the well site. Therefore, the Redevelopment Agency for the County of Riverside (RDA) proposes to acquire the well site and convey the property to the RCSD. The RCSD would own and operate the well, reservoir, and booster station as originally evaluated in the approved IS/MND for the Sports Park. Since the acquisition of the well site by the RDA was not part of the project evaluated in the approved IS/MND for the Sports Park, a subsequent CEQA document is required for the acquisition of the well site by the RDA and its conveyance to the RCSD.

The subsequent Initial Study/Negative Declaration (IS/ND) for the proposed project has been prepared pursuant to Section 15162 *et seq* of the *State CEQA Guidelines*. Since construction and operation impacts of the well pump, reservoir, and booster station were previously evaluated in the aforementioned and approved IS/MND, the scope of the subsequent IS/ND is only the acquisition and conveyance of the well site by the RDA and to the RCSD.

JUL 26 2011 4.10

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

Lead agency or  Responsible Agency

June 7<sup>th</sup>, 2011

(tentative date)

and has made the following determinations regarding the above-described project:

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.

This is to certify that the Negative Declaration is available to the General Public for review at:

Redevelopment Agency for the County of Riverside  
3043 10<sup>th</sup> Street, 5th Floor  
Riverside, CA 92501

Rubidoux Library  
5840 Mission Boulevard  
Riverside, CA 92509

Signature: (Public Agency)



Title:

Board Assistant

Date:

July 26, 2011

Date received for filing at OPR:

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

Revised 2005

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

**FLABOB AIRPORT, LLC.  
A California limited Liability Company**

**AS SELLER**

**AND**

**REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
A Political Subdivision of the State of California**

**AS BUYER**

**RELATING TO**

**Assessor's Parcel Number: 181-190-018  
Riverside County, California**

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Buyer"), and FLABOB AIRPORT, LLC, a California Limited Liability Company (Seller).

**WHEREAS**, Buyer 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.);

**WHEREAS**, The Riverside County Board of Supervisors has adopted, by Ordinance No. 675, on July 5, 1989 a redevelopment plan for an area within the County known as the Jurupa Valley Project Area (hereinafter "Project Area");

**WHEREAS**, THE Redevelopment Plan (hereinafter "Plan") for the Project Area was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area;

**WHEREAS**, Health and Safety Code Section 33391 authorizes the Buyer, within the survey area or for the purposes of redevelopment to acquire real or personal property; and

**WHEREAS**, the purchase of the Property, as further defined herein, will assist the Buyer in meeting its goal of enhancing communities and eliminating blight.

**NOW THEREFORE** Buyer and Seller agree as follows:

- 1. **Definitions.** For the purposes of this Agreement the following terms will be defined as follows:

///

1 (a) **“Effective Date”**: The Effective Date is the date on which this  
2 Agreement is executed by Chairman of the Board of Directors of Buyer as listed on the  
3 signature page of this Agreement;

4 (b) **“Property”**: Seller is the owner of certain real property consisting  
5 of approximately .58 acres of land located in an unincorporated area of Riverside  
6 County, California, also known as Assessor’s Parcel Number 181-190-018, more  
7 particularly described in Exhibit A attached hereto and incorporated herein;

8 (c) **“Purchase Price”**: The Purchase Price for the Property is  
9 Seventy Eight Thousand Dollars (\$78,000.00);

10 (d) **“Escrow Holder”**: Orange Coast Title at the address set forth in  
11 subparagraph (h) below. The escrow number is 140-1222535-32 and Irene Genders is  
12 the Escrow Officer;

13 (e) **“Title Company”**: Orange Coast Title at the address set forth in  
14 subparagraph (h) below. The title order number is 140-1222535-32 and Manny  
15 Villalobos is the Title Officer;

16 (f) **“Closing” and “Close of Escrow”**: Are terms used  
17 interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed  
18 to have occurred when the Grant Deed (as defined in Paragraph 5.1) is recorded in the  
19 official records of the County of Riverside;

20 (g) **“Closing Date”**: The Closing Date shall be on or before July 31,  
21 2011, unless otherwise agreed to by both parties;

22 (h) **“Notices”**: Will be sent as follows to:

23 Seller: FLABOB AIRPORT, LLC.  
24 4130 Mennes Avenue  
25 Riverside, CA 92509  
Telephone: 310-650-5305

26 Buyer: REDEVELOPMENT AGENCY FOR THE COUNTY OF  
27 RIVERSIDE  
28 3403 10<sup>th</sup> Street, Suite 500  
Riverside, California 92501

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Attn: James Force  
Telephone: (951) 955-4800  
Fax No: (951) 955-4837  
Email: [JRForce@rivcoeda.org](mailto:JRForce@rivcoeda.org)

Escrow Holder: ORANGE COAST TITLE COMPANY  
3536 Concoors Drive, Suite 120  
Ontario, California 92614  
Attn: Irene Genders  
E-mail: [ireneg@octitle.com](mailto:ireneg@octitle.com)

Title Company: ORANGE COAST TITLE  
3536 Concoors Drive, Suite 120  
Ontario, California 92614  
Attn: Manny Villalobos, Title Officer  
Telephone: (909) 987-5433  
Email: [manny@octitle.com](mailto:manny@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.

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

3.1 Upon the approval of this Agreement and execution by Chairman of the Board of Directors (the date upon which this Agreement has been fully executed and delivered to both parties is the "**Effective Date**"), Buyer shall order the full purchase price, plus costs to cover Buyer's escrow fees and shall deposit the sum in the form of a cashier's check or other immediately available funds payable to the order of Escrow Holder. Should escrow be unable to close immediately, due to some unforeseen circumstances, Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall returned to Buyer at close of escrow.



1           4.     **Escrow.** Buyer and Seller shall open an escrow (the “**Escrow**”) with  
2 Escrow Holder within three (3) business days after the Effective Date by delivery to  
3 Escrow Holder a fully executed original or originally executed counterparts of this  
4 Agreement and this date shall be the official Opening Date of Escrow referenced  
5 herein. This purchase shall be contingent upon the approval by the Board of  
6 Directors of the Authorization to Purchase and the approval of the Purchase and  
7 Sale and Joint Escrow Instructions document. This contingency will be removed from  
8 escrow upon the receipt of the Signed Purchase and Sale Agreement and Joint Escrow  
9 Instructions document signed by the Board of Directors. Buyer and Seller agree to  
10 execute any additional instructions reasonably required by the Escrow Holder. In the  
11 event the Board of Directors has not approved this Agreement on or before July 1,  
12 2011, this Agreement shall be null and void and both parties shall be relieved from any  
13 liabilities and/or obligations under this Agreement. If there is a conflict between any  
14 printed escrow instructions and this Agreement, the terms of this Agreement will  
15 govern.

16           5.     **Deliveries to Escrow Holder.**

17                 5.1     By Seller. On or prior to the Closing Date, Seller will deliver or  
18 cause to be delivered to Escrow Holder the following items:

19                         (a)     A Grant Deed (“**Grant Deed**”), in the form attached to this  
20 Agreement as Exhibit “B,” duly executed and acknowledged by Seller and in  
21 recordable form conveying the Property to County of Riverside; and

22                         (b)     A Transferor’s Certificate of Non-Foreign Status (“**FIRPTA**  
23 **Certificate**”).

24                 5.2     By Buyer. On or prior to the Closing Date (and in any event in a  
25 manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will  
26 deliver or cause to be delivered to Escrow Holder the following items:

27                         (a)     The Purchase Price in accordance with Paragraph 3; and  
28

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

3 5.3 By Buyer and Seller. Buyer and Seller will each deposit such  
4 other instruments consistent with this Agreement as are reasonably required by  
5 Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will  
6 designate the Title Company as the "**Reporting Person**" for the transaction pursuant  
7 to Section 6045(e) of the Internal Revenue Code.

8 **6. Condition of Title.**

9 6.1 At the Close of Escrow, fee simple title to the Property will be  
10 conveyed to County of Riverside by Seller by Grant Deed subject only to the following  
11 matters ("**Permitted Exceptions**"):

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

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

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

18 (d) Any matters which would be shown by a survey of the  
19 Property or by inquiry in possession of the Property.

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

21 7.1 Conditions Precedent to Buyer's Obligations. The following  
22 conditions must be satisfied not later than the Closing Date or such other period of time  
23 as may be specified below:

24 (a) Title. Buyer has obtained a preliminary report for the  
25 Property prepared by the Title Company dated as of February 17, 2011, and  
26 referenced as Order No. 140-1222535-32 together with copies of the documents  
27 described in such report. Buyer hereby objects to item #4, tax lien, shown in the  
28

1 preliminary report. Seller will have ten (10) days after the Effective Date to advise  
2 Buyer that:

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

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

9 (iii) Proceed with the purchase and acquire the  
10 Property subject to such exceptions without reduction in the Purchase Price; or

11 (iv) Cancel the Escrow and this Agreement by written  
12 notice to Seller and the Escrow Holder, in which case any deposit together with interest  
13 thereon will be returned to Buyer and the cancellation costs will be borne by Buyer.

14 If Buyer does not give Seller notice of its election within such ten (10) day  
15 period, Buyer will be deemed to have approved the condition of title to the Property and  
16 elected to proceed with this transaction, except that there shall be no deemed  
17 acceptance of any deeds of trust or liens for delinquent, unpaid taxes of any nature  
18 whatsoever.

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

22 (b) Title Insurance. As of the Close of Escrow, the Title  
23 Company will issue or have committed to issue the Title Policy to Buyer with only the  
24 Permitted Exceptions.

25 The conditions set forth in this Paragraph are solely for the benefit of Buyer and  
26 may be waived only by Buyer. At all times Buyer has the right to waive any condition.  
27 Such waiver or waivers must be in writing to Seller and Escrow Holder.  
28

1           The Close of Escrow and Buyer's obligations with respect to this transaction are  
2 subject to Seller's delivery to Escrow Holder on or before the Closing Date the items  
3 described in Paragraph 5 and 6.1 and the removal of the items described in Paragraph  
4 7.1.

5           7.2    Conditions Precedent to Seller's Obligations. The following shall  
6 be conditions precedent to Seller's obligation to consummate the purchase and sale  
7 transaction contemplated herein:

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

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

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

16           7.3    Termination of Agreement. In the event that, for any reason, the  
17 Closing does not occur on or before the Closing Date, either party to this Agreement,  
18 who is not in default of its obligations under this Agreement, shall have the right to  
19 terminate this Agreement upon written notice to the other party and to Escrow Holder.  
20 Unless Seller is materially in default hereunder, failure by Buyer to cause Escrow to  
21 close on or before the Closing Date shall constitute a material Buyer default as a result  
22 of which Seller may elect to terminate this Agreement and the Escrow created  
23 hereunder.

24           8.    **Due Diligence By Buyer.**

25                   8.1    Matters To Be Reviewed. Buyer must complete its due diligence  
26 and approve the following matters prior to the Closing date (the "**Due Diligence**  
27 **Period**"). Seller shall cooperate with Buyer in its investigation.

28                   (a) The physical condition of the Property at the time of sale,

1 including without limitation, any structural components, electrical, system, plumbing or  
2 any irrigation system, paving, soil conditions, the status of the Property with respect to  
3 hazardous and toxic materials, if any, and in compliance with all applicable laws,  
4 including any laws relating to hazardous and toxic materials and all applicable  
5 government ordinances, rules and regulations and evidence of Seller's compliance  
6 therewith including without limitation zoning and building regulations;

7 (b) All applicable government ordinances, rules and regulations  
8 and evidence of Seller's compliance therewith including without limitation zoning and  
9 building regulations; and

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

13 8.2 Notice and Resolution of Objections.

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

18 (b) If Buyer notifies Seller in writing of any objections to the  
19 condition of the Property at the time of sale or any other matters relating to the Property  
20 as set forth in Section 8.1 prior to the end of the due diligence period, the parties will  
21 have five (5) business days to agree upon a resolution of the objections(s); provided  
22 however, that if, as a result of investigations and inspections any deficiencies are found  
23 or repairs are needed, the cost to remedy such deficiencies or to make such repairs  
24 shall be the exclusive responsibility of the Seller. In the event that Seller fails to  
25 remedy such deficiencies or to make such repairs within a reasonable time period then  
26 Buyer may terminate this Agreement by written notice to Seller and Escrow.

27 (c) In the absence of a timely objection or notice of termination,  
28 Buyer will be deemed to have knowingly approved the condition of Property at the time

1 of sale and waived any of its objections, and this Agreement will continue in full force  
2 and effect.

3 8.3 Material New Matters. If Buyer discovers any new matter prior to  
4 close of escrow which was:

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

- 7 (i) Would appear as an exception to the Title Policy; or
- 8 (ii) Is materially inconsistent with a disclosure by Seller  
9 or with any representations or warranties contained in Paragraph 16.2; and

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

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

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

27 9. **No Side Agreements or Representations.** Buyer represents and  
28 warrants that prior to the Close of Escrow, Buyer will have had the opportunity to make

1 and will have made such an investigation and inspection of all aspects of the condition  
2 of the Property as it has deemed necessary or appropriate, including, but not limited to  
3 soils and the Property's compliance or non-compliance with applicable laws, rules,  
4 regulations and ordinances (including any Environmental Laws) as defined in  
5 Paragraph 16.1 and the existence or non-existence of Hazardous Substances as  
6 defined in Paragraph 16.1 on, in or under the Property. Buyer further represents and  
7 warrants that in purchase the Property, Buyer is relying solely upon

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

19       **11. Costs and Expenses.**

20               Seller will pay:

- 21               (a) Seller's share of prorations;
- 22               (b) CLTA Title Policy;

23               Buyer will pay:

- 24               (a) All escrow fees and costs;
- 25               (b) Any additional title endorsements; and
- 26               (c) Buyer's share of prorations.

27       ///

28       ///

1           **12. Prorations.**

2                   **12.1 Tax Exempt Agency.** All parties hereto acknowledge that the  
3 Buyer is public entity and exempt from payment of any real property taxes. There will  
4 be no proration of taxes through escrow. Seller will be responsible for payment of any  
5 real property taxes due prior to close of escrow. In the event any real property taxes  
6 are due and unpaid at the close of escrow, Escrow Holder is hereby authorized and  
7 instructed to pay such taxes from proceeds due the Seller at the close of escrow. Seller  
8 understands that the Tax Collector will not accept partial payment of an installment of  
9 the real property taxes due at the close of escrow. At the close of escrow, the Buyer  
10 will file any necessary documentation with the County Tax Collector/Assessor for the  
11 property tax exemption. Any prorated refund that will be due the Seller will be refunded  
12 to the Seller by the County Tax Collector/Assessor outside of escrow and Escrow  
13 Holder shall have no liability and/or responsibility in connection therewith.

14                   **12.2 Utility Deposits.** Seller will notify all utility companies servicing the  
15 Property of the sale of the Property to Buyer and will request that such companies  
16 send Seller a final bill for the period ending on the last day before the Close of Escrow.  
17 Buyer will notify the utility companies that all utility bills for the period commencing on  
18 the Close of Escrow are to be sent to Buyer. In addition to the Purchase Price, Buyer  
19 will pay to Seller an amount equal to the total of all utility deposits held by utility  
20 companies and Seller will assign to Buyer all of Seller's right, title and interest in any  
21 such utility deposits. If Seller receives a bill for utilities provided to the Property for the  
22 period in which the Close of Escrow occurred, Seller will pay the bill.

23                   **12.3 Method of Proration.** For purposes of calculating prorations, Buyer  
24 shall be deemed to be on title to the Property and therefore entitled to the income there  
25 from and responsible for the expenses thereof for the entire day upon which the  
26 Closing occurs. All prorations will be made as of the date of Close of Escrow based on  
27 a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The  
28



1 obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and  
2 shall not merge into any documents of conveyance delivered at Closing.

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

5 13.1 Funds. Promptly upon Close of Escrow, disburse all funds  
6 deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:  
7 (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant  
8 to Paragraphs 11, 12 and 18 (b) disburse the balance of the Purchase Price and (c)  
9 disburse any excess proceeds deposited by Buyer to Buyer.

10 13.2 Recording. Cause the Grant Deed to be recorded with the County  
11 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

12 13.3 Title Policy. Direct the Title Company to issue the Title Policy to  
13 Buyer.

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

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

21 14.1 Each party has the legal power, right and authority to enter into  
22 this Agreement and to consummate this transaction.

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

27 14.3 This Agreement and all other documents required to close this  
28 transaction are and will be valid, legally binding obligations of and enforceable against

1 each party in accordance with their terms, subject only to applicable bankruptcy,  
2 insolvency, reorganization, moratorium laws or similar laws or equitable principles  
3 affecting or limiting the rights of contracting parties generally.

4 **15. Indemnification.**

5 **15.1 Indemnification By Seller.** Seller agrees to indemnify, defend and  
6 hold Buyer harmless for, from and against any and all claims, demands, liens,  
7 liabilities, costs, expenses, damages and losses, cause or causes of action and suit or  
8 suits of any nature whatsoever arising from any misrepresentation or breach of  
9 warranty or covenant by Seller in this Agreement. This indemnification shall include all  
10 costs and attorney fees.

11 **15.2 Indemnification By Buyer.** Buyer agrees to indemnify, defend and  
12 hold Seller harmless for, from and against any and all claims, demands, liabilities,  
13 costs, expenses, damages and losses, cause or causes or action and suit or suits  
14 arising out of the ownership and/or operation of the Property after the Closing Date or  
15 any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or  
16 any document delivered to Seller pursuant to this Agreement. This indemnification  
17 shall include all costs and attorney fees.

18 **16. Hazardous Substances.**

19 **16.1 Definitions.** For the purposes of this Agreement, the following  
20 terms have the following meanings:

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

25 (b) "Hazardous Substance" means any substance, material or  
26 waste which is or becomes designated, classified or regulated as being "toxic" or  
27 "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or  
28

1 regulated under any Environmental Law including asbestos, petroleum and petroleum  
2 products; and

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

6 16.2 Seller's Representations and Warranties. To Seller's current  
7 actual knowledge;

8 (a) No Hazardous Substances exist now or have been used or  
9 stored on or within any portion of the Property except those substances which are or  
10 have been used or stored on the Property by Buyer in the normal course of use and  
11 operation of the Property and in compliance with all applicable Environmental Laws;

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

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

17 (d) There has been no disposal of Hazardous Substances or  
18 accidental spills which may have contaminated the Property. There has been no on-  
19 site bulk storage of vehicle fuels or waste oils.

20 16.3 Notices Regarding Hazardous Substances. During the term of this  
21 Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or  
22 the Property may be subject to any threatened or pending investigation by any  
23 governmental agency under any law, regulation or ordinance pertaining to any  
24 Hazardous Substance.

25 16.4 Environmental Audit. Buyer has ordered, at its sole cost and  
26 expense, an Environmental Audit. It shall do so prior to the end of the Due Diligence  
27 Period and may quit this transaction if Buyer identifies problems in its sole and  
28 subjective judgment that would preclude continuing with this transaction:

1 (a) The Environmental Audit shall be conducted pursuant to  
2 standard quality control/quality assurance procedures. Buyer shall give Seller at least  
3 one (1) business day's prior notice of any on-site testing of soil or subsurface  
4 conditions;

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

9 (c) Buyer hereby agrees to protect, indemnify, defend and hold  
10 harmless Seller from and against any and all losses, liabilities, claims, liens, stop  
11 notices, actions, obligations, damages and/or expenses caused by reason of Buyer's  
12 (or its agent's, employee's or independent contractor's) entries into the Property prior  
13 to the close of escrow pursuant to the foregoing. Buyer shall keep the Property free of  
14 mechanic's liens related to the activities of Buyer.

15 **17. Notices.** All notices or other communications required or permitted  
16 hereunder must be in writing, and be personally delivered (including by means of  
17 professional messenger service) or sent by registered or certified mail, postage  
18 prepaid, return receipt requested to the addresses set forth in Paragraph 1 (h). All  
19 notices sent by mail will be deemed received three (3) days after the date of mailing.

20 **18. Legal and Equitable Enforcement of this Agreement.**

21 Waiver of Specific Performance and Lis Pendens. In the event the Close of  
22 Escrow and the consummation of the transaction contemplated by this Agreement do  
23 not occur by reason of a material, uncured default by Seller, Buyer will be entitled to  
24 payment of its reasonable out-of-pocket expenses incurred in connection with the  
25 transaction. As material consideration to Seller's entering into this Agreement with  
26 Buyer, Buyer waives any right: (a) to pursue an action for the specific performance of  
27 this Agreement and (b) to record or file a notice of lis pendens or notice of pendency of  
28 action or similar notice against any portion of the Property.

1           **19. Miscellaneous.**

2           19.1 Counterparts. This Agreement may be executed in counterparts.

3           19.2 Partial Invalidity. If any term or provision of this Agreement shall  
4 be deemed to be invalid or unenforceable to any extent, the remainder of this  
5 Agreement will not be affected thereby and each remaining term and provision of this  
6 Agreement will be valid and be enforced to the fullest extent permitted by law.

7           19.3 Waivers. No waiver of any breach of any covenant or provision  
8 contained herein will be deemed a waiver of any preceding or succeeding breach  
9 thereof, or of any other covenant or to, a licensed real estate broker (individual or  
10 corporate), agent, or finder or other provision contained herein. No extension of time  
11 for performance or any obligation or act will be deemed an extension of the time for,  
12 performance of any other obligation or act except those of the waiving party which will  
13 be extended by a period of time equal to the period of the delay.

14           19.4 Successors and Assigns. Neither party shall transfer or assign its  
15 rights or responsibilities under this Agreement without the express written consent of  
16 the other party.

17           19.5 Entire Agreement. This Agreement (including all Exhibits attached  
18 hereto) constitutes the entire contract between the parties hereto and may not be  
19 modified except by an instrument in writing signed by the party to be charged.

20           19.6 Time of Essence. Seller and Buyer hereby acknowledge and  
21 agree that time is strictly of the essence with respect to each and every term, condition,  
22 obligation and provision hereof.

23           19.7 Governing Law. The parties hereto expressly agree that this  
24 Agreement will be governed by, interpreted under, and construed and enforced in  
25 accordance with the laws of the State of California in which the Property is  
26 located. Venue for any proceeding related to this Agreement shall be in the County of  
27 Riverside.

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

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

19.10 Brokers. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fees in connection with the conveyance of the Property arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

19.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate Buyer's obligations hereunder without Seller's prior written consent, which may be withheld in Seller's sole discretion.

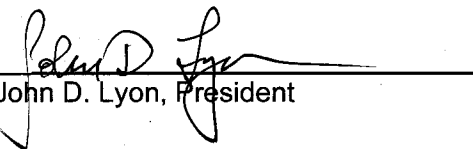
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1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and  
2 approved by the Board of Directors of the Redevelopment Agency for the County of  
3 Riverside.


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

6 Dated: \_\_\_\_\_

**FLABOB AIRPORT, LLC.**

8 By:   
9 John D. Lyon, President

**REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE**

13 By:   
14 Bob Buster  
15 Chairman, Board of Directors

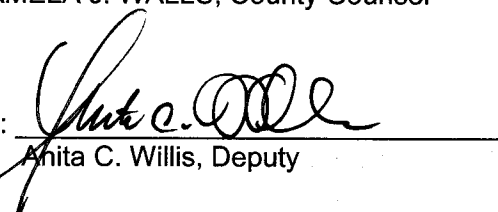
16 **ATTEST:**

17 Kecia Harper-Ihem  
18 Clerk of the Board

19 By:   
20 Deputy

21 **APPROVED AS TO FORM:**

22 PAMELA J. WALLS, County Counsel

23 By:   
24 Anita C. Willis, Deputy

**Exhibit "A"**  
**Legal Description**

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

**(See Attachment)**



EXHIBIT "A"

APN: 181-190-018

LEGAL DESCRIPTION

That portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10 of Maps at Pages 52 through 54, inclusive thereof, Records of Riverside County, California, lying within Section 22, Township 2 South, Range 5 West, San Bernardino Meridian in the County of Riverside, State of California, being more particularly described as follows:

**BEGINNING** at the southeasterly corner of that certain parcel of land conveyed to Flabob Airport, LLC by deed recorded October 16, 2007 as Instrument Number 2007-0638283, Official Records of Riverside County, California, said point being on the northerly right-of-way line of Crestmore Road (110 feet in width) as conveyed to the County of Riverside by deed recorded July 20, 1973 as Instrument Number 96006, Official Records of Riverside County, California;

Thence North  $10^{\circ}57'28''$  West (recorded as North  $11^{\circ}38'54''$  West), along the easterly line of said parcel of land conveyed to Flabob Airport, LLC, a distance of 133.82 feet;

Thence North  $48^{\circ}43'12''$  West, departing said easterly line, a distance of 130.64 feet;

Thence, at a right angle, South  $41^{\circ}16'48''$  West, a distance of 131.50 feet;

Thence, at a right angle, South  $48^{\circ}43'12''$  East, a distance of 175.67 feet to said northerly right-of-way line of Crestmore Road (110 feet in width);

Thence South  $87^{\circ}54'55''$  East (recorded as South  $88^{\circ}35'40''$  East) along said northerly right-of-way line, a distance of 78.41 feet to the **TRUE POINT OF BEGINNING**.

Contains 0.58 acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me  
or under my direction:



Frederick A. Elliott, P.L.S. 4741

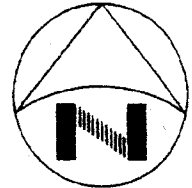
Date: SEPT. 01, 2010

Expiration Date: 09/30/2011



MWE/igm  
LEGAL/807-41-A (8/31/2010)

PORTION OF LOT 5  
EVANS RIO RANCHO  
MB 10/52-54, RIV. CO.



SCALE: 1"=40'

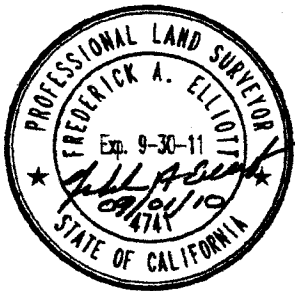
E'LY LINE INST. NO. 2007-0638283

APN 181-190-018

APN 181-190-015

NE'LY LINE OF  
DELTA FARMS  
MB 12/20 RIV. CO.

APN 181-202-023



N'LY LINE OF INST. NO. 124243

30'  
HALF WIDTH

S 87°54'55" E  
78.41'  
N'LY LINE OF INST. NO. 96006

**CRESTMORE RD.**

P.O.B.

55'  
HALF WIDTH

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

PREPARED BY:

**KRIEGER**

**STEWART**

INCORPORATED

3602 University Ave. · Riverside, CA. 92501 · 951-684-6900

RIVERSIDE COUNTY REDEVELOPMENT AGENCY

WELL AND STORAGE RESERVOIR  
PROPERTY ACQUISITION

A.P.N. 181-190-018

EXHIBIT

**B**

SCALE: 1"=40'

DATE: 9/01/10

DRAWN BY: MWE

CHECKED BY: FAE

W.O.: 807-41

SHEET 1 OF 1

## Exhibit "B"

Recorded at request of and return  
to:  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> 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)

14.077/042611\328ED\JRFra

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

Sports

PROJECT: Ranch Jurupa Regional  
Complex  
APN: 181-190-018 (portion)

## GRANT DEED

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

**FLABOB AIRPORT, LLC.**  
A California Limited Liability Company

GRANTS to the **REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,**  
a political subdivision 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

PROJECT: Rancho Jurupa Regional Sports Complex  
APN: 181-190-018 (portion)

Dated: \_\_\_\_\_

GRANTOR:

By: \_\_\_\_\_  
John D. Lyon, President

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]

**Initial Study**

**Rancho Jurupa Regional Sports Complex  
Well Pump Acquisition**

**ED1206005012**

Prepared by:



**Redevelopment Agency for the  
County of Riverside  
3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
Riverside, California 92501**

Assisted by:

**Albert A. WEBB Associates  
3788 McCray Street  
Riverside, California 92506**

March 28, 2011

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Noise..... 27  
Population/Housing ..... 28  
Public Services ..... 29  
Recreation ..... 31  
Transportation/Traffic..... 32

## INTRODUCTION

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 – 21177), this Initial Study has been prepared to determine potentially significant impacts upon the environment resulting from the proposed Rancho Jurupa Regional Sports Complex Well Pump Acquisition (“Project”). In accordance with Section 15063 of the State *CEQA Guidelines*, this Initial Study is a preliminary analysis prepared by the Redevelopment Agency for the County of Riverside (RDA) as Lead Agency, in consultation with other jurisdictional agencies, to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed Project.

### Organization of the Initial Study

The Initial Study is organized as follows:

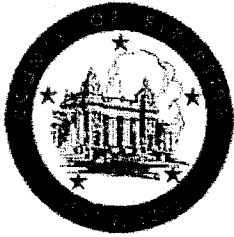
- **Introduction**, which provides the context for the review along with applicable citation pursuant to CEQA and the State *CEQA Guidelines*
- **County of Riverside Environmental Assessment Form: Initial Study**, which provides the Project Description, a brief discussion of the existing environmental setting, a discussion of the relationship of the Project to the County General Plan, and an environmental impact assessment consisting of an environmental checklist and accompanying analysis for responding to checklist questions
- **References**, which includes a list of reference sources
- **List of Initial Study Preparers**, which identifies those responsible for preparation of this Initial Study and other parties contacted during the preparation of the Initial Study
- **Acronyms**, which contains a list of the acronyms and abbreviations used in the Initial Study

### Environmental Process

The environmental process being undertaken as part of the proposed Project began with the initial project and environmental research. The Initial Study and Draft Negative Declaration will be subject to a 30-day public review period. During this review period, public and agency comments on the document relative to environmental issues should be addressed to:

Claudia Steiding  
Senior Environmental Planner  
Redevelopment Agency for the County of Riverside  
3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
Riverside, California 92501

Comments received during that time will be considered as part of the Project’s environmental review and will be included with the Initial Study document for consideration by the RDA Board of Directors (Board). If the Board determines that the Project will have no environmental effects, a Negative Declaration will be adopted for the Project.



## COUNTY OF RIVERSIDE

### ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

**Environmental Assessment (EA) Number:** ED1206005012

**Project Case Type(s) and Number(s):** N/A

**Lead Agency Name:** Redevelopment Agency for the County of Riverside  
**Address:** 3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor, Riverside, California 92501  
**Contact Person:** Claudia Steiding, Senior Environmental Planner  
**Telephone Number:** (951) 955-8174  
**Applicant's Name:** Redevelopment Agency for the County of Riverside  
**Applicant's Address:** 3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor, Riverside, California 92501

#### I. PROJECT INFORMATION

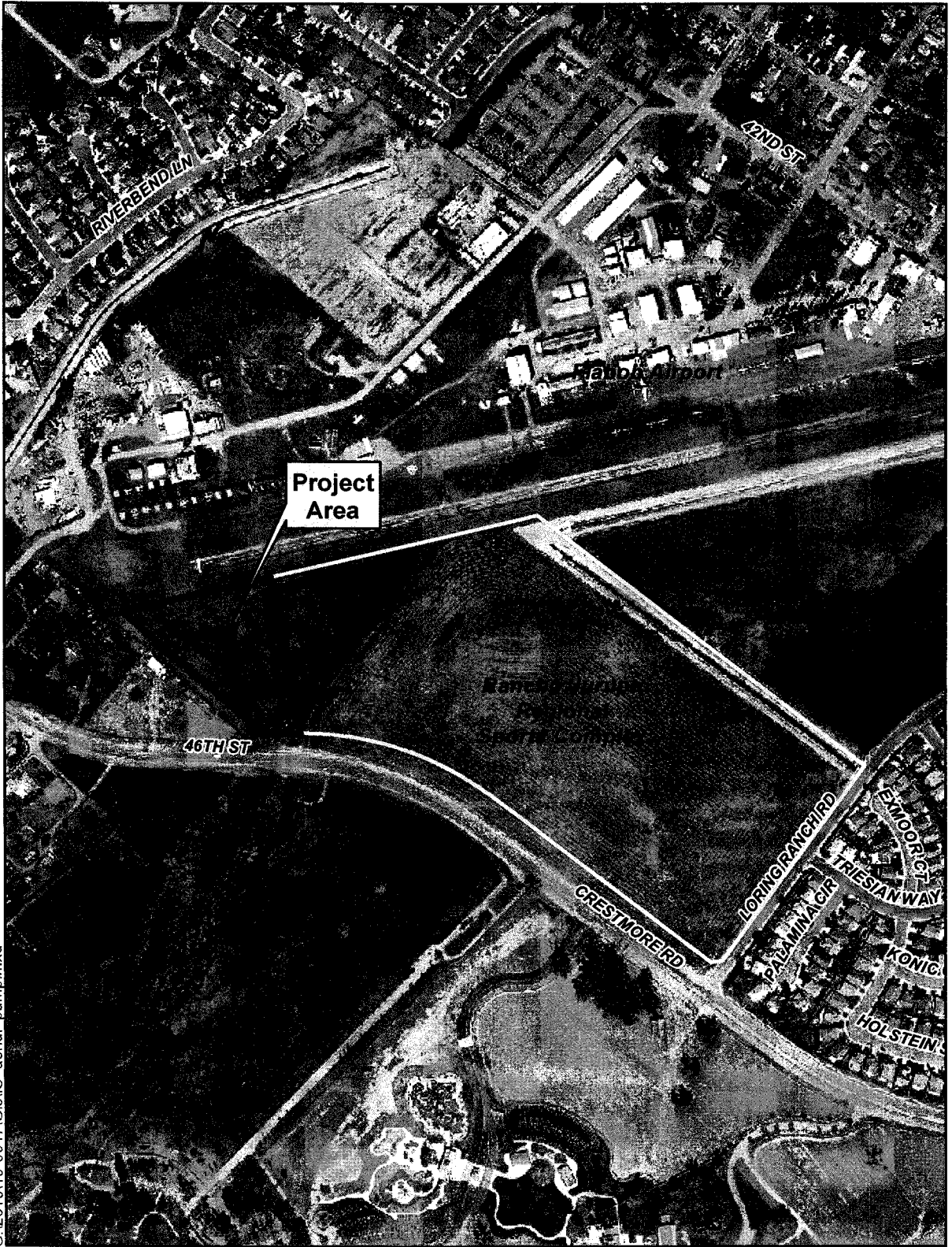
##### A. Project Description

In May, 2010, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Rancho Jurupa Regional Sports Complex ("Sports Park") and circulated for a 30-day period between May 4, 2010, and June 2, 2010, to the State Clearinghouse (SCH No. 2010051006), Responsible Agencies, and interested parties. The project evaluated in the IS/MND for the Sports Park was the construction and operation of a sports park and associated amenities; construction of an approximately 16-inch diameter well on property owned by the adjacent Flabob Airport; operation of the well by the Rubidoux Community Services District (RCSD); and construction and operation of an approximately 20,000-gallon to 40,000-gallon capacity bolted steel water reservoir, and a booster station, both of which will be operated by the RCSD. The IS/MND and Sports Park were approved by the Board on June 15, 2010, and the Notice of Determination was filed with the County Clerk and State Clearinghouse on July 9, 2010.

The approved IS/MND prepared for the Sports Park anticipated that the well, reservoir, and booster station would be owned and operated by the RCSD and that the RCSD would acquire the well site, located to the west of the Sports Park site, from Flabob Airport. The RCSD and the owners of Flabob Airport were unable to come to an agreement regarding the purchase of the well site. Therefore, the RDA proposes to acquire the well site and convey the property to the RCSD. The RCSD would own and operate the well, reservoir, and booster station as originally evaluated in the approved IS/MND for the Sports Park. Since the acquisition of the well site by the RDA was not part of the project evaluated in the approved IS/MND for the Sports Park, a subsequent CEQA document is required to evaluate the environmental impacts resulting from the acquisition of the well site by the RDA and its conveyance to the RCSD.

This subsequent Initial Study/Negative Declaration (IS/ND) for the Project has been prepared pursuant to Section 15162 *et seq.* of the State *CEQA Guidelines*. Since construction and operation impacts of the well





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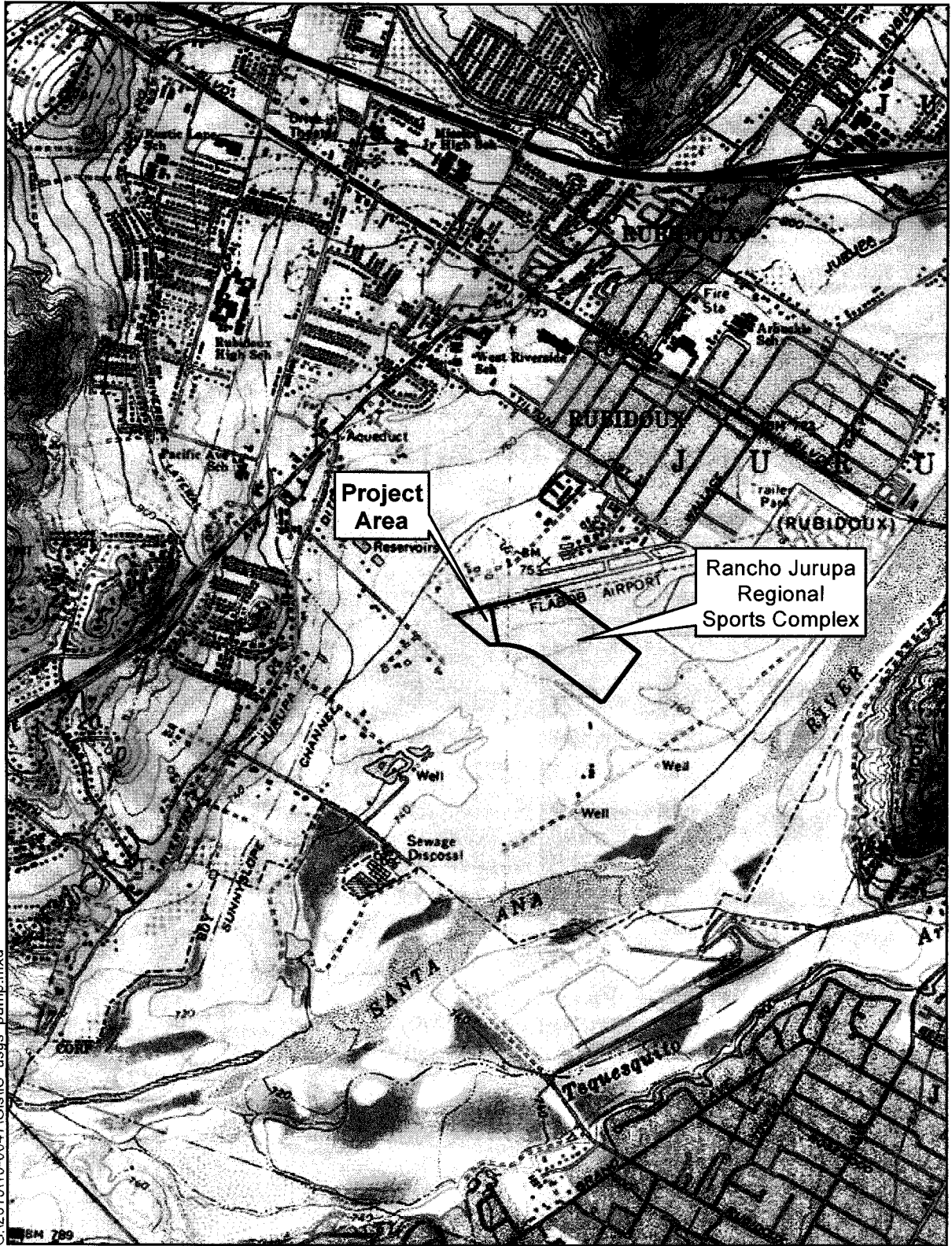
Sources: County of Riverside GIS, 2011;  
Eagle Aerial, April 2010.

**Figure 1. Aerial Photograph**

Rancho Jurupa Regional Sports Complex  
Well Pump Acquisition

0 250 500 750  
Feet





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Sources: ESRI / USGS 7.5min Quad  
 DRG: RIVERSIDE WEST

**Figure 2. Topography Map**

Rancho Jurupa Regional Sports Complex  
 Well Pump Acquisition



0 1,000 2,000 3,000  
 Feet



View looking north-northeast across 46th Street/Crestmore Road toward the Project site.  
Construction of the Rancho Jurupa Regional Sports Complex can be seen on the right



View looking north-northwest across 46th Street/Crestmore Road toward the Project site.  
Machinery and equipment for the construction of the well can be seen on-site.

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### Figure 3. Site Photographs

Rancho Jurupa Regional Sports Complex  
Well Pump Acquisition

C. Type of Project

Site Specific ; Countywide ; Community ; Policy .

D. Total Project Area

The Project site encompasses approximately four acres.

Residential Acres: N/A	Lots: N/A	Units: N/A	Projected No. of Residents: N/A
Commercial Acres: N/A	Lots: N/A	Sq. Ft. of Bldg. Area: N/A	Est. No. of Employees: N/A
Industrial Acres: N/A	Lots: N/A	Sq. Ft. of Bldg. Area: N/A	Est. No. of Employees: N/A
Other: Park Site	Lots: N/A	Sq. Ft. of Bldg. Area: N/A	

E. Assessor's Parcel No(s)

181-190-018

F. Street References

The Project site is located to the north of the convergence of 46<sup>th</sup> Street and Crestmore Road.

G. Section, Township & Range Description

The Project site is located within Township 2 South, Range 5 West, Section 21, San Bernardino Baseline and Meridian, and is identified on the Riverside West USGS Quad Map shown on **Figure 2, Topography Map**.

H. Brief Description of the Existing Environmental Setting of the Project site and its Surroundings

The proposed Project encompasses approximately four acres located immediately west of the approved Sports Park and to the north of the convergence of 46<sup>th</sup> Street and Crestmore Road in an unincorporated area of the County.<sup>1</sup> The Project site is currently vacant except for the staged machinery and equipment necessary for drilling the well. The machinery and equipment are stored on a graded staging area on site. Vegetation is also present outside of the staging area. The Project site is relatively flat with an elevation of approximately 752 feet above mean sea level. The Project site in its existing condition consists of non-native grassland habitat and non-native trees. Also present is a portion of a drainage feature of approximately 800 linear feet located on an elevated pad, which connects to a large unnamed drainage/riparian feature south of the convergence of 46<sup>th</sup> Street and Crestmore Road.

<sup>1</sup> Specifically, the Project site is located in the community of Rubidoux, which along with other communities in the Jurupa Valley area, voted in favor of incorporation as the City of Jurupa Valley on March 8, 2011, through the passage of Measure A. The election results were certified by the County Registrar of Voters on March 10, 2011, with 54 percent in favor. The City of Jurupa Valley will officially incorporate on July 1, 2011; however, it is anticipated this Project will come to the decision-makers before this date.

5. **Noise:** The Project site is designated for low-density single-family residential, and as such, community noise exposure levels of up to 60 Community Noise Equivalent Level (CNEL) is considered normally acceptable. Noise levels up to 70 CNEL are considered conditionally acceptable, levels up to 75 CNEL normally unacceptable, and levels 76+ CNEL clearly unacceptable. Due to the proximity of Flabob Airport, the Project site will be exposed to increased noise levels associated with airport activity. The upper portion of the Project site is within the airport's 65 CNEL contour, and the remaining portion of the Project site located in within the airport's 60 CNEL contour. Specific Noise Element policies are not applicable to the scope of this IS/ND.
6. **Housing:** The Project site is designed for low-density single-family residential, however, it should be noted that no such use existed prior to the approval of the IS/MND for the Sports Park, and is not anticipated in the foreseeable future or as long as the Sports Park is operational. Specific Housing Element policies are not applicable to the scope of this IS/ND.
7. **Air Quality:** The Project site is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Currently, the SCAQMD is in non-attainment by federal and state standards in ozone and particulate matter, non-attainment by federal standards in carbon monoxide, a maintenance area for nitrogen oxides, and in attainment by federal and state standards for sulfur dioxide and lead. As part of a regional effort, the County seeks to decrease region-wide pollution emissions in its jurisdiction. Specific Air Quality Element policies are not applicable to the scope of this IS/ND.

B. General Plan Area Plan(s)

The Project site is located within the Jurupa Area Plan.

C. Foundation Component(s)

The Project site is located within the Community Development foundation component.

D. Land Use Designation(s):

The Project site's land use designation is EDR (Estate Density Residential).

E. Overlay(s), if any

The Project site is not within a zoning overlay.

F. Policy Area(s), if any

The Project site is located within the Santa Ana River Policy Area and the Mira Loma Warehouse/Distribution Center Policy Area.

J. Proposed Zoning, if any

The Project does not propose to change zoning.

K. Adjacent and Surrounding Zoning

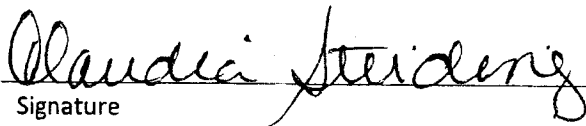
North:	M-H (Manufacturing-Heavy)
East:	M-SC (Manufacturing Service Commercial)
South:	A-1 (Light Agriculture) W- 1 (Watercourse, Watershed & Conservation Areas)
West:	A-1 (Light Agriculture)

III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

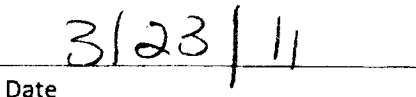
The environmental factors checked below (X) will be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated," as indicated by the checklist on the following pages.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Aesthetics                       | <input type="checkbox"/> Greenhouse Gas Emissions      | <input type="checkbox"/> Population/Housing                 |
| <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Air Quality                      | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Biological Resources             | <input type="checkbox"/> Land Use/Planning             | <input type="checkbox"/> Transportation/Traffic             |
| <input type="checkbox"/> Cultural Resources               | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Utilities/Service Systems          |
| <input type="checkbox"/> Geology/Soils                    | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Mandatory Findings of Significance |

previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following: (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or, (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.



Signature



Date

Claudia Steiding

Senior Environmental Planner

Redevelopment Agency for the County of Riverside

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V. ENVIRONMENTAL ISSUES ASSESSMENT

In accordance CEQA (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the proposed Project to determine any potential significant impacts upon the environment that would result from implementation of the Project. In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency, the RDA, in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the proposed Project. The purpose of this Initial Study is to inform the decision-makers, affected agencies and the public of potential environmental impacts associated with the implementation of the proposed Project.

**AESTHETICS**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>a) Scenic Resources</b>				
a) Have a substantial adverse effect on a scenic highway corridor within which it is located?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>2. Mt. Palomar Observatory</b>				
a) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3. Other Lighting Issues</b>				
a) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Expose residential property to unacceptable light levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on aesthetics resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding aesthetics.



Mitigation: None required.

Monitoring: None required.

**AIR QUALITY**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>6. Air Quality</b>				
c) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Expose sensitive receptors which are located within one mile of the Project site to substantial point source emissions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Involve the construction of a sensitive receptor located within one mile of an existing substantial point source emitter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on air quality resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding air quality.

Mitigation: None required.

Monitoring: None required.

Mitigation: None required.

Monitoring: None required.

**CULTURAL RESOURCES**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>8. Historic Resources</b>				
a) Alter or destroy an historic site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9. Archaeological Resources</b>				
a) Alter or destroy an archaeological site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Restrict existing religious or sacred uses within the potential impact area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10. Paleontological Resources</b>				
a) Directly or indirectly destroy a unique paleontological resource, or site, or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on cultural resources resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding cultural resources.

Mitigation: None required.

Monitoring: None required.

**GEOLOGY/SOILS**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>19. Erosion</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Change deposition, siltation or erosion that may modify the channel of a river or stream or the bed of a lake?				
b) Result in any increase in water erosion either on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20. Wind Erosion and Blowsand from project either on or off site.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Be impacted by or result in an increase in wind erosion and blowsand, either on or off site?				

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on geology and soils resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding geology and soils.

Mitigation: None required.

Monitoring: None required.

**GREENHOUSE GAS**

Would the project

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>21. Greenhouse Gas Emissions</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

**HAZARDS & HAZARDOUS MATERIALS**

Would the project

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--------------------------------------	---	------------------------------------	--------------

**24. Hazardous Fire Area**

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Sources: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on hazards and hazardous materials resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding hazards and hazardous materials.

Mitigation: None required.

Monitoring: None required.

**HYDROLOGY/WATER QUALITY**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--------------------------------------	---	------------------------------------	-----------

**25. Water Quality Impacts**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on or off site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Violate any water quality standards or waste discharge requirements?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**HYDROLOGY/WATER QUALITY**

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam (Dam Inundation Area)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Changes in the amount of surface water in any water body?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on hydrology and water quality resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding hydrology and water quality.

Mitigation: None required.

Monitoring: None required.

**LAND USE/PLANNING**

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>27. Land Use</b>				
a) Result in a substantial alteration of the present or planned land use of an area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Affect land use within a city sphere of influence and/or within adjacent city or county boundaries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>28. Planning</b>				
a) Be consistent with the site's existing or proposed zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Be compatible with existing surrounding zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be compatible with existing and planned surrounding land uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be consistent with the land use designations and policies of the Riverside County General Plan (including those of any applicable Specific Plan)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Findings of Fact:** Impacts on mineral resources resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding mineral resources.

**Mitigation:** None required.

**Monitoring:** None required.

**NOISE**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

**Definitions for Noise Acceptability Ratings**

Where indicated below, the appropriate Noise Acceptability Rating(s) has been checked.

NA - Not Applicable

A - Generally Acceptable

B - Conditionally Acceptable

C - Generally Unacceptable

D - Land Use Discouraged

**30. Airport Noise**

a) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

NA  A  B  C  D

b) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

NA  A  B  C  D

**31. Railroad Noise**

NA  A  B  C  D

**32. Highway Noise**

NA  A  B  C  D

**33. Other Noise**

NA  A  B  C  D

**34. Noise Effects on or by the Project**

a) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

**POPULATION/HOUSING**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
e) Cumulatively exceed official regional or local population projections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on population and housing resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding population and housing.

Mitigation: None required.

Monitoring: None required.

**PUBLIC SERVICES**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--	--------------------------------	--	------------------------------	-----------

**36. Fire Services**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

**37. Sheriff Services**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

**RECREATION**

Would the Project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--------------------------------------	---	------------------------------------	--------------

**41. Parks and Recreation**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Include the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Is the project located within a CSA or recreation and park district with a Community Parks and Recreation Plan (Quimby fees)?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**42. Recreational Trails**

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| Result in substantial adverse physical impacts associated with the provision of new or physically altered recreational trails, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on recreation resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding recreation.

Mitigation: None required.

Monitoring: No required.



**Findings of Fact:** Impacts on transportation and traffic resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding transportation and traffic.

**Mitigation:** None required.

**Monitoring:** None required.

**UTILITY/SERVICE SYSTEMS**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

**45. Water**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Require or result in the construction of new water treatment facilities or expansion of existing facilities, the construction of which would cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**46. Sewer**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Require or result in the construction of new wastewater treatment facilities, including septic systems, or expansion of existing facilities, the construction of which would cause significant environmental effects?           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in a determination by the wastewater treatment provider that serves or may service the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**47. Solid Waste**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Is the project served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Comply with federal, state, and local statutes and regulations related to solid wastes (including the County Integrated Waste Management Plan)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**MANDATORY FINDINGS OF SIGNIFICANCE**

Does the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
49. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal to eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
50. Have the potential to achieve short-term environmental goals, to the disadvantage of long-term environmental goals? (A short-term impact on the environment is one that occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
51. Have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects as defined in California Code of Regulations, Section 15130.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
52. Have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on potential environmental or habitat degradation, impeding long-term environmental goals, cumulatively considerable impacts, and adverse effects on human beings resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding environmental or habitat degradation, impeding long-term environmental goals, cumulatively considerable impacts, or adverse effects on human beings.

Mitigation: None required.

Monitoring: None required.

IX. ACRONYMS

CEQA	California Environmental Quality Act
CNEL	Community Noise Equivalent Level
EA	Environmental Assessment
EDR	Estate Density Residential
EIR	Environmental Impact Report
IS/MND	Initial Study/Mitigated Negative Declaration
IS/ND	Initial Study/Negative Declaration
RCSO	Rubidoux Community Services District
RDA	Redevelopment Agency for the County of Riverside
SCAQMD	South Coast Air Quality Management District
SCH	State Clearinghouse

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

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

**SPEAKER'S NAME:** GARRY GRANT

**Address:** 27068 JARVIS ST.  
(only if follow-up mail response requested)

**City:** PERRIS. **Zip:** 92570.

**Phone #:** 657-9319

**Date:** JULY 12TH **Agenda #** 4-4

**PLEASE STATE YOUR POSITION BELOW:**

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

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

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

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

**I give my 3 minutes to:** \_\_\_\_\_

**Redevelopment Agency for the County of Riverside**  
**3403 Tenth Street, Suite 500**  
**Riverside, CA 92501**  
**Phone: (951) 955-0169 Fax: (951) 955-4890**

**Summary Report: Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II**  
(As required by Section 33679 of the Health and Safety Code: Community Redevelopment Law)

---

**Project Site &  
Description:**

The proposed project is located adjacent to the Rancho Jurupa Regional Sports Complex, currently under construction, off of Crestmore Road and across from Rancho Jurupa Park and Flabob Airport. The project will provide a new well facility that will provide irrigation water to the adjacent Sports Park. The property will be purchased by RDA for the purpose of constructing the well.

**Purchase Cost:**

The total purchase cost is estimated at \$1,988,000 of which \$90,500 will go towards the purchase of the property.

**Findings:**

The following findings have been made pursuant to Section 33445 of the Health and Safety Code:

- A. The improvements to Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project Phase II and the purchase of the property is of benefit to the Jurupa Valley Redevelopment Project Area by providing needed community and daycare facilities within the project area;
- B. No other reasonable means of financing the project are available to the community due to the fact that there are no county funds available to fund the project; and
- C. The payment of funds for the construction of the project and purchase of the property is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which identifies community and daycare centers as needed facilities.

**Purpose:**

The proposed project meets the following goals of the Jurupa Valley Redevelopment Project Area:

- A. The project site which is currently underdeveloped will be improved by providing irrigation water to the adjacent Sports Park;
- B. The development of the site will provide a new non-potable water source ; and
- C. The development of the site and location will promote the improvement of the Rancho Jurupa Regional Sports Complex.

346

**THE PRESS-ENTERPRISE**

**CLASSIFIED ADVERTISING RECEIPT**

Printed by: Gribbin, Kristin  
at: 3:37 pm  
on: Thursday, Jun 23, 2011

Ad #: 10706468

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

**Payment Information**

Date	Payment #	Type	Card Holder	Exp.	Approval	Amount
					<b>Total payments:</b>	<b>\$ 0.00</b>

Note: Advertising may be subject to credit approval.

**Account Information**

Phone #: (951) 955-0911  
Name: RIVERSIDE CO EDA  
Address: 3403 10TH ST STE 400  
RIVERSIDE CA 92501-3658

Acct #: 373372  
Client:  
Placed by: MARIA ROMAN  
Fax #: (951)

Gross price: \$ 162.50  
Net price: \$ 162.50  
Total payments: \$ 0.00

Amount Due: **\$ 162.50**

**Ad Copy:**

**NOTICE OF A PUBLIC HEARING FOR RANCHO JURUPA SPORTS PARK - WELL CONSTRUCTION**

NOTICE IS HEREBY GIVEN pursuant to section 33679 of the California Community Redevelopment Law Health and Safety Code that the Riverside County Board of Supervisors will hold a public hearing on Tuesday, July 12, 2011 at 9:30 AM (or soon thereafter) at the Riverside County Administration Center (CAC), 4080 Lemon Street, 1st Floor, Riverside, CA 92501, to consider the following:

**Project Description and Location**

The proposed project is located adjacent to the Rancho Jurupa Regional Sports Complex, currently under construction, off of Crestmore Road and across from Rancho Jurupa Park and Flabob Airport. The project will provide a new well facility that will provide irrigation water to the adjacent Sports Park. The property will be purchased by RDA for the purpose of constructing the well.

A summary report of the Project is available at the Economic Development Agency, 3403 Tenth Street, Suite 500, Riverside, CA 92501. Contact: Jason Plotkin, 951-955-0169. At the hour set forth above, the Board of Supervisors shall proceed to hear and pass upon all written and oral testimony relating to the proposed action.  
6/28, 7/5

**Ad Information**

Classification: Legals  
Publications: Press-Enterprise

Start date: 06-28-11  
Stop date: 07-05-11  
Insertions: 2

Rate code: LE-County  
Ad type: Ad Liner  
Taken by: Gribbin, Kristin

Size: 2x32.100  
Bill size: 65.00x 5.14 agate lines



MEMORANDUM  
EXECUTIVE OFFICE, COUNTY OF RIVERSIDE

**Bill Luna**  
County Executive Officer

**Jay E. Orr**  
Assistant County Executive Officer

**TO:** Kecia Harper-Ihem, COB  
**FROM:** Jay E. Orr, Assistant CEO  
**DATE:** July 7, 2011  
**RE:** CONTINUANCE

Please continue the item below to July 26, 2011:

- ✓ 4.4 Public Hearing on the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project; and Approval of the Reduction of the Contract Retention; Adoption of Negative Declaration for Environmental Assessment No. ED1206005012; Adoption of RDA Resolution 2011-017, Authorization to Purchase Real Property for the Project – APN 181-190-018; Approval of the Purchase and Sale Agreement and Joint Escrow Instructions; Approval of the Specifications; and Approval of the Total Project Budget, 2<sup>nd</sup> District. (Clerk to advertise) **(Take Action after 9:30 a.m.)**

9.25

M:\Form 11s\CONTINUANCE 07-07-11c.doc

**Initial Study**

**Rancho Jurupa Regional Sports Complex  
Well Pump Acquisition**

**ED1206005012**

Prepared by:



**Redevelopment Agency for the  
County of Riverside**  
3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
Riverside, California 92501

Assisted by:

**Albert A. WEBB Associates**  
3788 McCray Street  
Riverside, California 92506

March 28, 2011

**ED 1206005012**

7/26/2011 4.6



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## INTRODUCTION

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 – 21177), this Initial Study has been prepared to determine potentially significant impacts upon the environment resulting from the proposed Rancho Jurupa Regional Sports Complex Well Pump Acquisition (“Project”). In accordance with Section 15063 of the State *CEQA Guidelines*, this Initial Study is a preliminary analysis prepared by the Redevelopment Agency for the County of Riverside (RDA) as Lead Agency, in consultation with other jurisdictional agencies, to inform the decision-makers, affected agencies, and the public of potential environmental impacts associated with the implementation of the proposed Project.

### Organization of the Initial Study

The Initial Study is organized as follows:

- **Introduction**, which provides the context for the review along with applicable citation pursuant to CEQA and the State *CEQA Guidelines*
- **County of Riverside Environmental Assessment Form: Initial Study**, which provides the Project Description, a brief discussion of the existing environmental setting, a discussion of the relationship of the Project to the County General Plan, and an environmental impact assessment consisting of an environmental checklist and accompanying analysis for responding to checklist questions
- **References**, which includes a list of reference sources
- **List of Initial Study Preparers**, which identifies those responsible for preparation of this Initial Study and other parties contacted during the preparation of the Initial Study
- **Acronyms**, which contains a list of the acronyms and abbreviations used in the Initial Study

### Environmental Process

The environmental process being undertaken as part of the proposed Project began with the initial project and environmental research. The Initial Study and Draft Negative Declaration will be subject to a 30-day public review period. During this review period, public and agency comments on the document relative to environmental issues should be addressed to:

Claudia Steiding  
Senior Environmental Planner  
Redevelopment Agency for the County of Riverside  
3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
Riverside, California 92501

Comments received during that time will be considered as part of the Project’s environmental review and will be included with the Initial Study document for consideration by the RDA Board of Directors (Board). If the Board determines that the Project will have no environmental effects, a Negative Declaration will be adopted for the Project.

Incorporation by Reference

Pertinent documents relating to this Initial Study have been cited and incorporated, in accordance with Sections 15148 and 15150 of the State *CEQA Guidelines*, to eliminate the need for inclusion of large planning documents within the Initial Study. Of particular relevance are those previous studies that present information regarding description of the environmental setting, future development-related growth, and cumulative impacts. The following documents are hereby identified as being incorporated by reference:

*Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex*, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010. Available at County of Riverside Economic Development Agency, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California.

*Riverside County General Plan*, June 2003

*Riverside County Integrated Project, General Plan Final Program Environmental Impact Report* (SCH No. 20020511430), June 2003

*Jurupa Area Plan, County of Riverside General Plan*, October 2003



## COUNTY OF RIVERSIDE

### ENVIRONMENTAL ASSESSMENT FORM: INITIAL STUDY

**Environmental Assessment (EA) Number:** ED1206005012

**Project Case Type(s) and Number(s):** N/A

**Lead Agency Name:** Redevelopment Agency for the County of Riverside  
**Address:** 3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor, Riverside, California 92501  
**Contact Person:** Claudia Steiding, Senior Environmental Planner  
**Telephone Number:** (951) 955-8174  
**Applicant's Name:** Redevelopment Agency for the County of Riverside  
**Applicant's Address:** 3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor, Riverside, California 92501

#### I. PROJECT INFORMATION

##### A. Project Description

In May, 2010, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Rancho Jurupa Regional Sports Complex ("Sports Park") and circulated for a 30-day period between May 4, 2010, and June 2, 2010, to the State Clearinghouse (SCH No. 2010051006), Responsible Agencies, and interested parties. The project evaluated in the IS/MND for the Sports Park was the construction and operation of a sports park and associated amenities; construction of an approximately 16-inch diameter well on property owned by the adjacent Flabob Airport; operation of the well by the Rubidoux Community Services District (RCSD); and construction and operation of an approximately 20,000-gallon to 40,000-gallon capacity bolted steel water reservoir, and a booster station, both of which will be operated by the RCSD. The IS/MND and Sports Park were approved by the Board on June 15, 2010, and the Notice of Determination was filed with the County Clerk and State Clearinghouse on July 9, 2010.

The approved IS/MND prepared for the Sports Park anticipated that the well, reservoir, and booster station would be owned and operated by the RCSD and that the RCSD would acquire the well site, located to the west of the Sports Park site, from Flabob Airport. The RCSD and the owners of Flabob Airport were unable to come to an agreement regarding the purchase of the well site. Therefore, the RDA proposes to acquire the well site and convey the property to the RCSD. The RCSD would own and operate the well, reservoir, and booster station as originally evaluated in the approved IS/MND for the Sports Park. Since the acquisition of the well site by the RDA was not part of the project evaluated in the approved IS/MND for the Sports Park, a subsequent CEQA document is required to evaluate the environmental impacts resulting from the acquisition of the well site by the RDA and its conveyance to the RCSD.

This subsequent Initial Study/Negative Declaration (IS/ND) for the Project has been prepared pursuant to Section 15162 *et seq.* of the State *CEQA Guidelines*. Since construction and operation impacts of the well

pump, reservoir, and booster station were previously evaluated in the aforementioned and approved IS/MND, this subsequent IS/ND relies on the analysis and technical studies contained in the approved IS/MND.

The Project site is located on Assessor's parcel number 181-190-018 (**Figure 1, Aerial Photograph** and **Figure 2, Topography Map**). Existing conditions of the site are shown on **Figure 3, Site Photographs**. As shown, construction of the approved Sports Park has commenced and machinery and equipment for the construction of the well are located on site.

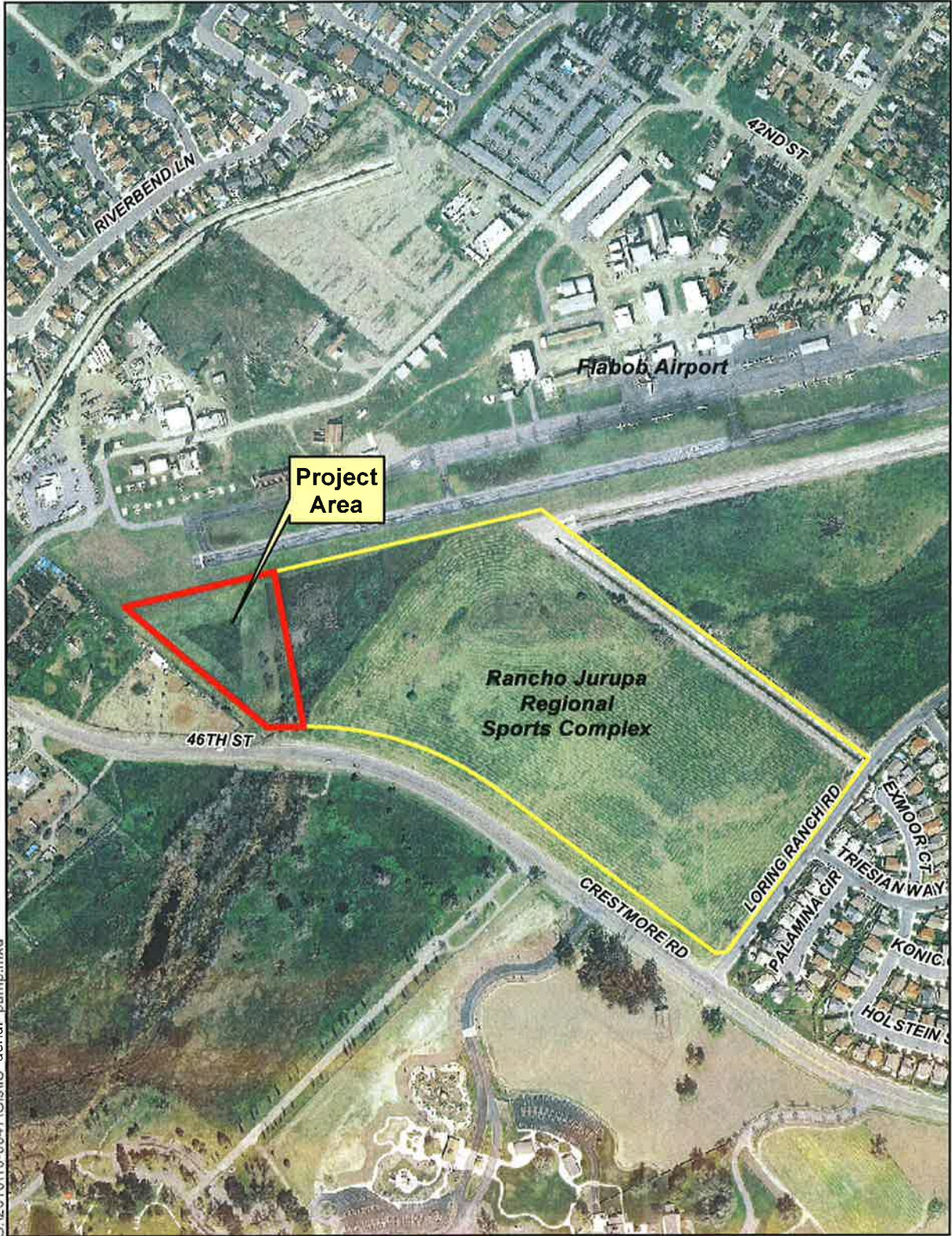
As was discussed in the approved IS/MND, the RCSD will provide water service to the Sports Park via a new well, reservoir, and booster station that will be constructed as part of the Sports Park project. The proposed well will be approximately 16 inches in diameter and 150 feet to 200 feet in depth. The well will pump approximately 600 gallons per minute, and will be outfitted with a 10-horsepower to 20-horsepower pump.

An approximately 20,000-gallon to 40,000-gallon bolted steel water reservoir will be constructed adjacent to the well. The reservoir will be approximately 16 feet to 20 feet in height and 21 feet to 24 feet in diameter. The reservoir will be painted a neutral color and will be surrounded by either a landscape covered fence or a block wall. Water will be pumped from the well to the reservoir where it will be stored until used for irrigation. A booster station will be used to increase the pressure from the water in the reservoir to the delivery pressure needed for irrigation of the soccer fields (via sprinklers) and the drip irrigation system for the other landscaped areas. The booster station will be equipped with three 40-horsepower pumps (two duty pumps, one standby pump) and two one-horsepower pumps (one duty pump, one standby pump). Therefore, acquisition and conveyance of the well site by the RDA to the RCSD, as proposed by this Project, is integral to the function of the adjacent approved and under-construction Sports Park.

## B. Project Construction and Design Features

Construction and design features of the well site, as part of the Sports Park, were analyzed by the approved IS/MND. As the scope of this IS/ND is limited to the acquisition and conveyance of the well site by the RDA to the RCSD, no construction is proposed by this Project. Therefore, there is no Project Construction or Design Features as part of this proposed Project.





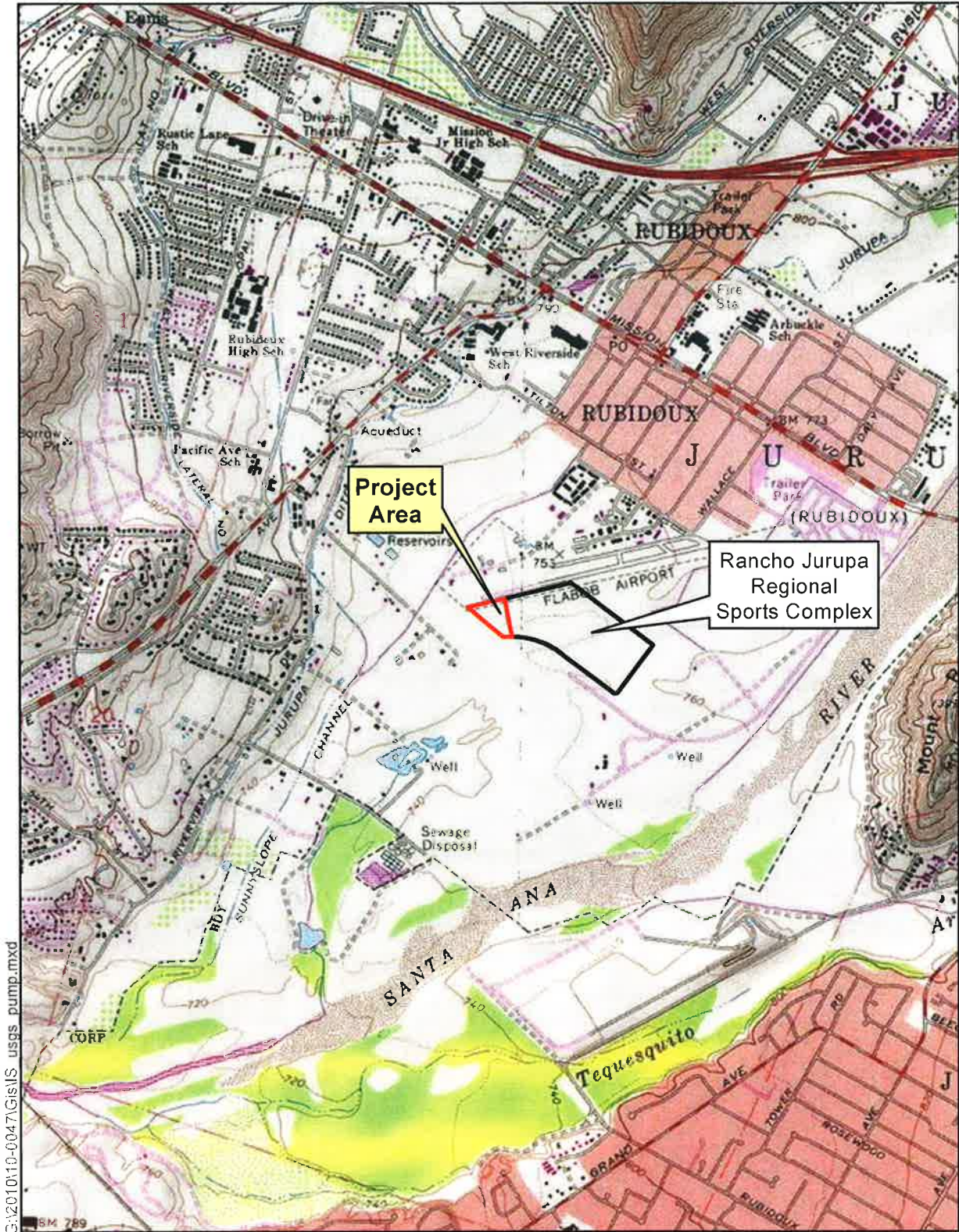
Sources: County of Riverside GIS, 2011;  
Eagle Aerial, April 2010.

**Figure 1. Aerial Photograph**

Rancho Jurupa Regional Sports Complex  
Well Pump Acquisition





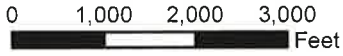


G:\2010\19-0047\GIS\US usgs\_pump.mxd

Sources: ESRI / USGS 7.5min Quad  
 DRG: RIVERSIDE WEST

**Figure 2. Topography Map**

Rancho Jurupa Regional Sports Complex  
 Well Pump Acquisition







View looking north-northeast across 46th Street/Crestmore Road toward the Project site. Construction of the Rancho Jurupa Regional Sports Complex can be seen on the right



View looking north-northwest across 46th Street/Crestmore Road toward the Project site. Machinery and equipment for the construction of the well can be seen on-site.

G:\2010\10-0047\Gis\IS\_site\_photos\_pump.mxd

### Figure 3. Site Photographs

Rancho Jurupa Regional Sports Complex  
Well Pump Acquisition

C. Type of Project

Site Specific ; Countywide ; Community ; Policy .

D. Total Project Area

The Project site encompasses approximately four acres.

Residential Acres: N/A	Lots: N/A	Units: N/A	Projected No. of Residents: N/A
Commercial Acres: N/A	Lots: N/A	Sq. Ft. of Bldg. Area: N/A	Est. No. of Employees: N/A
Industrial Acres: N/A	Lots: N/A	Sq. Ft. of Bldg. Area: N/A	Est. No. of Employees: N/A
Other: Park Site	Lots: N/A	Sq. Ft. of Bldg. Area: N/A	

E. Assessor's Parcel No(s)

181-190-018

F. Street References

The Project site is located to the north of the convergence of 46<sup>th</sup> Street and Crestmore Road.

G. Section, Township & Range Description

The Project site is located within Township 2 South, Range 5 West, Section 21, San Bernardino Baseline and Meridian, and is identified on the Riverside West USGS Quad Map shown on **Figure 2, Topography Map**.

H. Brief Description of the Existing Environmental Setting of the Project site and its Surroundings

The proposed Project encompasses approximately four acres located immediately west of the approved Sports Park and to the north of the convergence of 46<sup>th</sup> Street and Crestmore Road in an unincorporated area of the County.<sup>1</sup> The Project site is currently vacant except for the staged machinery and equipment necessary for drilling the well. The machinery and equipment are stored on a graded staging area on site. Vegetation is also present outside of the staging area. The Project site is relatively flat with an elevation of approximately 752 feet above mean sea level. The Project site in its existing condition consists of non-native grassland habitat and non-native trees. Also present is a portion of a drainage feature of approximately 800 linear feet located on an elevated pad, which connects to a large unnamed drainage/riparian feature south of the convergence of 46<sup>th</sup> Street and Crestmore Road.

<sup>1</sup> Specifically, the Project site is located in the community of Rubidoux, which along with other communities in the Jurupa Valley area, voted in favor of incorporation as the City of Jurupa Valley on March 8, 2011, through the passage of Measure A. The election results were certified by the County Registrar of Voters on March 10, 2011, with 54 percent in favor. The City of Jurupa Valley will officially incorporate on July 1, 2011; however, it is anticipated this Project will come to the decision-makers before this date.

Immediate surrounding land uses of the Project site include the operational Flabob Airport to the north; light agricultural uses to the west, which includes a small horse ranch; Rancho Jurupa Park, which is owned by the County Regional Park and Open Space District, across 46<sup>th</sup> Street/Crestmore Road to the south; and the under-construction Sports Park to the east.

## II. APPLICABLE GENERAL PLAN AND ZONING REGULATIONS

### A. General Plan Elements/Policies:

- 1. Land Use:** The Project site is located within the Community Development foundation component and specifically designated Estate Density Residential (EDR). The Community Development foundation component identifies those areas appropriate for urban or suburban development, including areas for single- and multi-family residential uses, commercial, industrial, business park, public facilities, and a mix of uses. The EDR land use designation allows for detached single-family residences on large parcels of at least two acres to five acres, limited agricultural and animal keeping is permitted, however, intensive animal keeping is discouraged. Specific Land Use Element policies are not applicable to the scope of this IS/ND.
- 2. Circulation:** 46<sup>th</sup> Street/Crestmore Road is adjacent to the Project site and will provide vehicular access for the Sports Park. This roadway is classified as a Major roadway with a 118-foot right-of-way. Crestmore Road consists of four lanes from Mission Boulevard, located southeast of the Project site, and reduces to two lanes before converging with 46<sup>th</sup> Street, immediately south of the Project site, and remains two lanes until its terminus at Riverview Drive. The Project site is not located in a Circulation Element right-of-way, nor is it under a transportation agreement. Additionally, the Project site is located within an Airport Influence Area of the Flabob Airport to the north. Specific Circulation Element policies are not applicable to the scope of this IS/ND.
- 3. Multipurpose Open Space:** The Project site is located within the Santa Ana River Basin Watershed, and the majority of the Project site is identified as farmland of local importance, while the upper portion of the site is identified as urban/built-up land. The Project site is not located in an agricultural preserve, identified for conservation, in an area of archaeological sensitivity, or in an area with a high potential for paleontological sensitivity. Nearby historical resources pertain to the Mexican/Rancho period (years 1833 to 1848) of California's pre-statehood history. Specific Multipurpose Open Space Element policies are not applicable the scope of this IS/ND.
- 4. Safety:** The Project site is not located within a Fault Zone, but is within an area susceptible to subsidence and has a very high potential for liquefaction. The Project site is located in an area rated high for wind erosion susceptibility. In addition, the Project site is located within a 100-year flood plain. The Project site is not located in dam failure inundation zone, or in a zone with wildfire susceptibility. As with most of the Southern California region, the project site is in an area of very high risk for ground shaking in the event of an earthquake. Specific Safety Element policies are not applicable to the scope of this IS/ND.

5. **Noise:** The Project site is designated for low-density single-family residential, and as such, community noise exposure levels of up to 60 Community Noise Equivalent Level (CNEL) is considered normally acceptable. Noise levels up to 70 CNEL are considered conditionally acceptable, levels up to 75 CNEL normally unacceptable, and levels 76+ CNEL clearly unacceptable. Due to the proximity of Flabob Airport, the Project site will be exposed to increased noise levels associated with airport activity. The upper portion of the Project site is within the airport's 65 CNEL contour, and the remaining portion of the Project site located in within the airport's 60 CNEL contour. Specific Noise Element policies are not applicable to the scope of this IS/ND.
6. **Housing:** The Project site is designed for low-density single-family residential, however, it should be noted that no such use existed prior to the approval of the IS/MND for the Sports Park, and is not anticipated in the foreseeable future or as long as the Sports Park is operational. Specific Housing Element policies are not applicable to the scope of this IS/ND.
7. **Air Quality:** The Project site is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Currently, the SCAQMD is in non-attainment by federal and state standards in ozone and particulate matter, non-attainment by federal standards in carbon monoxide, a maintenance area for nitrogen oxides, and in attainment by federal and state standards for sulfur dioxide and lead. As part of a regional effort, the County seeks to decrease region-wide pollution emissions in its jurisdiction. Specific Air Quality Element policies are not applicable to the scope of this IS/ND.

B. General Plan Area Plan(s)

The Project site is located within the Jurupa Area Plan.

C. Foundation Component(s)

The Project site is located within the Community Development foundation component.

D. Land Use Designation(s):

The Project site's land use designation is EDR (Estate Density Residential).

E. Overlay(s), if any

The Project site is not within a zoning overlay.

F. Policy Area(s), if any

The Project site is located within the Santa Ana River Policy Area and the Mira Loma Warehouse/Distribution Center Policy Area.

G. Adjacent and Surrounding Area Plan(s), Foundation Component(s), Land Use Designation(s), and Overlay(s) and Policy Area(s), if any

Item	Direction	Designation
Area Plans	North	Jurupa Area Plan, County of Riverside
	East	Jurupa Area Plan, County of Riverside
	South	Jurupa Area Plan, County of Riverside
	West	Jurupa Area Plan, County of Riverside
Foundation Components	North	Community Development
	East	Open Space/Conservation
	South	Open Space/Conservation Community Development
	West	Community Development
Land Use Designations	North	PF (Public Facilities)
	East	OS-R (Open Space-Recreation)
	South	EDR (Estate Density Residential) OS-R (Open Space-Recreation)
	West	EDR (Estate Density Residential)
Overlays	There are no zoning overlays in the vicinity of the Project site.	
Policy Areas	The Project site and adjacent properties are located within the Santa Ana River Policy Area and Mira Loma Warehouse/Distribution Center Policy Area.	

H. Adopted Specific Plan Information

1. Name and Number of Specific Plan, if any

The Project site is not located within a specific plan area.

2. Specific Plan Planning Area, and Policies, if any

The Project site is not located within a specific plan area.

I. Existing Zoning

The Project site's zoning designation is Manufacturing Service Commercial (M-SC).

J. Proposed Zoning, if any

The Project does not propose to change zoning.

K. Adjacent and Surrounding Zoning

North:	M-H (Manufacturing-Heavy)
East:	M-SC (Manufacturing Service Commercial)
South:	A-1 (Light Agriculture) W- 1 (Watercourse, Watershed & Conservation Areas)
West:	A-1 (Light Agriculture)

III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below (X) will be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" or "Less than Significant with Mitigation Incorporated," as indicated by the checklist on the following pages.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Aesthetics                       | <input type="checkbox"/> Greenhouse Gas Emissions      | <input type="checkbox"/> Population/Housing                 |
| <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Air Quality                      | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Biological Resources             | <input type="checkbox"/> Land Use/Planning             | <input type="checkbox"/> Transportation/Traffic             |
| <input type="checkbox"/> Cultural Resources               | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Utilities/Service Systems          |
| <input type="checkbox"/> Geology/Soils                    | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Mandatory Findings of Significance |

#### IV. DETERMINATION

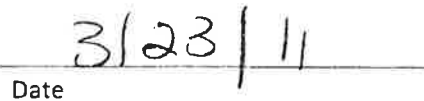
On the basis of this initial evaluation:

<b>A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS NOT PREPARED</b>
<input checked="" type="checkbox"/> I find that the proposed project <b>COULD NOT</b> have a significant effect on the environment, and a <b>NEGATIVE DECLARATION</b> will be prepared.
<input type="checkbox"/> I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project, described in this document, have been made or agreed to by the project proponent. <b>A MITIGATED NEGATIVE DECLARATION</b> will be prepared.
<input type="checkbox"/> I find that the proposed project <b>MAY</b> have a significant effect on the environment, and an <b>ENVIRONMENTAL IMPACT REPORT</b> is required.
<b>A PREVIOUS ENVIRONMENTAL IMPACT REPORT/NEGATIVE DECLARATION WAS PREPARED</b>
<input type="checkbox"/> I find that although the proposed project could have a significant effect on the environment, <b>NO NEW ENVIRONMENTAL DOCUMENTATION IS REQUIRED</b> because (a) all potentially significant effects of the proposed project have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, (b) all potentially significant effects of the proposed project have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, (c) the proposed project will not result in any new significant environmental effects not identified in the earlier EIR or Negative Declaration, (d) the proposed project will not substantially increase the severity of the environmental effects identified in the earlier EIR or Negative Declaration, (e) no considerably different mitigation measures have been identified and (f) no mitigation measures found infeasible have become feasible.
<input type="checkbox"/> I find that although all potentially significant effects have been adequately analyzed in an earlier EIR or Negative Declaration pursuant to applicable legal standards, some changes or additions are necessary but none of the conditions described in California Code of Regulations, Section 15162 exist. An <b>ADDENDUM</b> to a previously-certified EIR or Negative Declaration has been prepared and will be considered by the approving body or bodies.
<input type="checkbox"/> I find that at least one of the conditions described in California Code of Regulations, Section 15162 exist, but I further find that only minor additions or changes are necessary to make the previous EIR adequately apply to the project in the changed situation; therefore a <b>SUPPLEMENT TO THE ENVIRONMENTAL IMPACT REPORT</b> is required that need only contain the information necessary to make the previous EIR adequate for the project as revised.
<input type="checkbox"/> I find that at least one of the following conditions described in California Code of Regulations, Section 15162, exist and a <b>SUBSEQUENT ENVIRONMENTAL IMPACT REPORT</b> is required: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of

previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any the following: (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR or negative declaration; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or, (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or negative declaration would substantially reduce one or more significant effects of the project on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.



Signature



Date

Claudia Steiding

Senior Environmental Planner

Redevelopment Agency for the County of Riverside

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## V. ENVIRONMENTAL ISSUES ASSESSMENT

In accordance CEQA (Public Resources Code Section 21000-21178.1), this Initial Study has been prepared to analyze the proposed Project to determine any potential significant impacts upon the environment that would result from implementation of the Project. In accordance with California Code of Regulations, Section 15063, this Initial Study is a preliminary analysis prepared by the Lead Agency, the RDA, in consultation with other jurisdictional agencies, to determine whether a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report is required for the proposed Project. The purpose of this Initial Study is to inform the decision-makers, affected agencies and the public of potential environmental impacts associated with the implementation of the proposed Project.

### AESTHETICS

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>a) Scenic Resources</b>				
a) Have a substantial adverse effect on a scenic highway corridor within which it is located?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and unique or landmark features; obstruct any prominent scenic vista or view open to the public; or result in the creation of an aesthetically offensive site open to public view?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>2. Mt. Palomar Observatory</b>				
a) Interfere with the nighttime use of the Mt. Palomar Observatory, as protected through Riverside County Ordinance No. 655?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3. Other Lighting Issues</b>				
a) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Expose residential property to unacceptable light levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on aesthetics resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding aesthetics.

**Mitigation:** None required.

**Monitoring:** None required.

**AGRICULTURE & FORESTRY RESOURCES**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>4. Agriculture</b>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing agricultural use, or a Williamson Act (agricultural preserve) contract (Riv. Co. Agricultural Land Conservation Contract Maps)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or the conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5. Forestry</b>				
a) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause development of non-agricultural uses within 300 feet of agriculturally zoned property (Ordinance No. 625 "Right-to-Farm")?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Source:** Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

**Findings of Fact:** Impacts on agriculture and forestry resources resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding agriculture and forestry resources.

Mitigation: None required.

Monitoring: None required.

**AIR QUALITY**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>6. Air Quality</b>				
c) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Expose sensitive receptors which are located within one mile of the Project site to substantial point source emissions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Involve the construction of a sensitive receptor located within one mile of an existing substantial point source emitter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on air quality resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding air quality.

Mitigation: None required.

Monitoring: None required.

**BIOLOGICAL RESOURCES**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>7. Wildlife and Vegetation</b>				
a) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect, either directly or through habitat modifications, on any endangered, or threatened species, as listed in Title 14 of the California Code of Regulations (Sections 670.2 or 670.5) or in Title 50, Code of Federal Regulations (Sections 17.11 or 17.12)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on biological resources resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding biological resources.

**Mitigation:** None required.

**Monitoring:** None required.

**CULTURAL RESOURCES**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>8. Historic Resources</b>				
a) Alter or destroy an historic site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of a historical resource as defined in California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9. Archaeological Resources</b>				
a) Alter or destroy an archaeological site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to California Code of Regulations, Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Restrict existing religious or sacred uses within the potential impact area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10. Paleontological Resources</b>				
a) Directly or indirectly destroy a unique paleontological resource, or site, or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Source:** Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

**Findings of Fact:** Impacts on cultural resources resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding cultural resources.

**Mitigation:** None required.

**Monitoring:** None required.

**GEOLOGY/SOILS**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>11. Alquist-Priolo Earthquake Fault Zone or County Fault Hazard Zones</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Be subject to rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12. Liquefaction Potential Zone</b>				
Be subject to seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>13. Ground-shaking Zone</b>				
Be subject to strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14. Landslide Risk</b>				
Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, collapse, or rockfall hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>15. Ground Subsidence</b>				
Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in ground subsidence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16. Other Geologic Hazards</b>				
Be subject to geologic hazards, such as seiche, mudflow, or volcanic hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17. Slopes</b>				
a) Change topography or ground surface relief features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create cut or fill slopes greater than 2:1 or higher than 10 feet?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in grading that affects or negates subsurface sewage disposal systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>18. Soils</b>				
a) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**GEOLOGY/SOILS**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>19. Erosion</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Change deposition, siltation or erosion that may modify the channel of a river or stream or the bed of a lake?				
b) Result in any increase in water erosion either on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20. Wind Erosion and Blowsand from project either on or off site.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Be impacted by or result in an increase in wind erosion and blowsand, either on or off site?				

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on geology and soils resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding geology and soils.

Mitigation: None required.

Monitoring: None required.

**GREENHOUSE GAS**

Would the project

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>21. Greenhouse Gas Emissions</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

**Findings of Fact:** Impacts on greenhouse gas emissions resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding greenhouse gas emissions.

**Mitigation:** None required.

**Monitoring:** None required.

**HAZARDS & HAZARDOUS MATERIALS**

Would the project

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>22. Hazards and Hazardous Materials</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>23. Airports</b>				
a) Result in an inconsistency with an Airport Master Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require review by the Airport Land Use Commission?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) For a project within the vicinity of a private airstrip, or heliport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**HAZARDS & HAZARDOUS MATERIALS**

Would the project

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**24. Hazardous Fire Area**

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Sources: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on hazards and hazardous materials resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding hazards and hazardous materials.

Mitigation: None required.

Monitoring: None required.

**HYDROLOGY/WATER QUALITY**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**25. Water Quality Impacts**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on or off site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Violate any water quality standards or waste discharge requirements?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**HYDROLOGY/WATER QUALITY**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create or contribute to runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Include new or retrofitted stormwater Treatment Control Best Management Practices (e.g., water quality treatment basins, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g., increased vectors and odors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**26. Floodplains**

Degree of Suitability in 100-Year Floodplains. As indicated below, the appropriate Degree of Suitability has been checked.

NA - Not Applicable

U - Generally Unsuitable

R - Restricted

a) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Changes in absorption rates or the rate and amount of surface runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**HYDROLOGY/WATER QUALITY**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
c) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam (Dam Inundation Area)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Changes in the amount of surface water in any water body?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on hydrology and water quality resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding hydrology and water quality.

Mitigation: None required.

Monitoring: None required.

**LAND USE/PLANNING**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>27. Land Use</b>				
a) Result in a substantial alteration of the present or planned land use of an area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Affect land use within a city sphere of influence and/or within adjacent city or county boundaries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>28. Planning</b>				
a) Be consistent with the site's existing or proposed zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Be compatible with existing surrounding zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be compatible with existing and planned surrounding land uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be consistent with the land use designations and policies of the Riverside County General Plan (including those of any applicable Specific Plan)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Source : Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on land use and planning resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding land use and planning.

Mitigation: None required.

Monitoring: None required.

**MINERAL RESOURCES**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**29. Mineral Resources**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource in an area classified or designated by the state that would be of value to the region or the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Be an incompatible land use located adjacent to a state-classified or designated area or existing surface mine?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Expose people or property to hazards from proposed, existing or abandoned quarries or mines?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

**Findings of Fact:** Impacts on mineral resources resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding mineral resources.

**Mitigation:** None required.

**Monitoring:** None required.

**NOISE**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**Definitions for Noise Acceptability Ratings**

Where indicated below, the appropriate Noise Acceptability Rating(s) has been checked.

- NA - Not Applicable
- A - Generally Acceptable
- B - Conditionally Acceptable
- C - Generally Unacceptable
- D - Land Use Discouraged

**30. Airport Noise**

a) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

NA  A  B  C  D

b) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

NA  A  B  C  D

**31. Railroad Noise**

NA  A  B  C  D

**32. Highway Noise**

NA  A  B  C  D

**33. Other Noise**

NA  A  B  C  D

**34. Noise Effects on or by the Project**

a) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

**NOISE**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
b) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on noise resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding noise.

Mitigation: None required.

Monitoring: None required.

**POPULATION/HOUSING**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>35. Housing</b>				
a) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a demand for additional housing, particularly housing affordable to households earning 80% or less of the County's median income?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Affect a County Redevelopment Project Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**POPULATION/HOUSING**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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e) Cumulatively exceed official regional or local population projections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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f) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on population and housing resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding population and housing.

Mitigation: None required.

Monitoring: None required.

**PUBLIC SERVICES**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**36. Fire Services**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**37. Sheriff Services**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**38. Schools**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

**39. Libraries**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

**40. Health Services**

Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services?

Source: *Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex*, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on public services resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding public services.

Mitigation: None Required

Monitoring: None Required.



**RECREATION**

Would the Project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**41. Parks and Recreation**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Include the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Is the project located within a CSA or recreation and park district with a Community Parks and Recreation Plan (Quimby fees)?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**42. Recreational Trails**

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| Result in substantial adverse physical impacts associated with the provision of new or physically altered recreational trails, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on recreation resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding recreation.

Mitigation: None required.

Monitoring: No required.

**TRANSPORTATION/TRAFFIC**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**43. Circulation**

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in inadequate parking capacity?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures or other standards established by the county congestion management agency for designated road or highways?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Alter waterborne, rail or air traffic?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Cause an effect upon or a need for new or altered maintenance of roads?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Cause an effect upon circulation during the project's construction?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Result in inadequate emergency access or access to nearby uses?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Conflict with adopted policies plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**44. Bike Trails**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered bike trails, the construction of which could cause significant environmental impacts? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

**Findings of Fact:** Impacts on transportation and traffic resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding transportation and traffic.

**Mitigation:** None required.

**Monitoring:** None required.

**UTILITY/SERVICE SYSTEMS**

Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
<b>45. Water</b>				
a) Require or result in the construction of new water treatment facilities or expansion of existing facilities, the construction of which would cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>46. Sewer</b>				
a) Require or result in the construction of new wastewater treatment facilities, including septic systems, or expansion of existing facilities, the construction of which would cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a determination by the wastewater treatment provider that serves or may service the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>47. Solid Waste</b>				
a) Is the project served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Comply with federal, state, and local statutes and regulations related to solid wastes (including the County Integrated Waste Management Plan)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**UTILITY/SERVICE SYSTEMS**

Would the project:

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
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**48. Utilities**

Impact the following facilities requiring or resulting in the construction of new facilities or the expansion of existing facilities; the construction of which could cause significant environmental effects?

a) Electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Communications systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Stormwater drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Street lighting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Maintenance of public facilities, including roads?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Other governmental services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Conflict with adopted energy conservation plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on utility and service systems resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding utility and service systems.

Mitigation: None required.

Monitoring: None required.

**MANDATORY FINDINGS OF SIGNIFICANCE**

Does the Project:

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
49. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal to eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
50. Have the potential to achieve short-term environmental goals, to the disadvantage of long-term environmental goals? (A short-term impact on the environment is one that occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
51. Have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects as defined in California Code of Regulations, Section 15130.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
52. Have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex, Prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010.

Findings of Fact: Impacts on potential environmental or habitat degradation, impeding long-term environmental goals, cumulatively considerable impacts, and adverse effects on human beings resulting from the construction and operation of the Sports Park, including the construction and operation of the well, reservoir, and booster station on the well site were analyzed in the aforementioned and approved IS/MND, and determined not to result in any potentially significant impacts. The proposed Project involves only the acquisition and conveyance of the well site by the RDA to the RCSD. Therefore, the Project would have no impact regarding environmental or habitat degradation, impeding long-term environmental goals, cumulatively considerable impacts, or adverse effects on human beings.

Mitigation: None required.

Monitoring: None required.

## VI. EARLIER ANALYSES

Earlier analyses may be used where, pursuant to tiering, a program Environmental Impact Report (EIR), or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration pursuant to California Code of Regulations, Section 15063 (c) (3) (D). In this case, a brief discussion should identify the following:

### **Earlier Analyses Used, if any:**

*Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex*, prepared by County of Riverside Economic Development Agency, June 2010 (EA05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010

*Riverside County Integrated Project, General Plan Final Program Environmental Impact Report (SCH No. 20020511430)*, June 2003

### **Location Where Earlier Analyses, if used, are available for review:**

The approved IS/MND for the Sports Park is available for review at the County of Riverside Economic Development Agency, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California.

The *County General Plan Final Program EIR* is available for review at the County Planning Department, located at 4080 Lemon Street, Riverside, California, and online at <http://www.rctlma.org/genplan/default.aspx> (web address current as of March 23, 2011).

## VII. REFERENCES

*Initial Study/Mitigated Negative Declaration for Rancho Jurupa Regional Sports Complex*, prepared by the County of Riverside Economic Development Agency, June 2010 (EA 05190004044; SCH No. 2010051006), and adopted by the Board on June 15, 2010. Available at County of Riverside Economic Development Agency, located at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, California.

## VIII. LIST OF INITIAL STUDY PREPARERS

### Redevelopment Agency for the County of Riverside

3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
Riverside, California 92501  
(951) 955-0911

Claudia Steiding, Senior Environmental Planner  
Steve Horn, Environmental Planner III

### Albert A. Webb Associates

3788 McCray Street  
Riverside, California 92506  
(951) 686-1070

Cheryl DeGano, Principal Environmental Analyst  
Brad Perrine, Assistant Environmental Analyst

## IX. ACRONYMS

CEQA	California Environmental Quality Act
CNEL	Community Noise Equivalent Level
EA	Environmental Assessment
EDR	Estate Density Residential
EIR	Environmental Impact Report
IS/MND	Initial Study/Mitigated Negative Declaration
IS/ND	Initial Study/Negative Declaration
RCSD	Rubidoux Community Services District
RDA	Redevelopment Agency for the County of Riverside
SCAQMD	South Coast Air Quality Management District
SCH	State Clearinghouse



# 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 24, 2011

**SUBJECT:** Rancho Jurupa Regional Sports Complex Project  
Grant Deed

---

Attached please find the original grant deed for the Rancho Jurupa Regional Sports Complex Project, Agenda Number 4.6, dated July 26, 2011.

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

Attachment

2011 OCT 28 PM 1:02  
RECEIVED RIVERSIDE COUNTY  
CLERK OF SUPERVISORS



Recorded at request of and return to:

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

DOC # 2011-0422899

09/23/2011 09:51A Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



FREE RECORDING

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

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			5						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	025

14.077/042611\328ED\JRFra  
Project: Rancho Jurupa Regional Sports Complex  
APN: Portion of 181-190-018

140-1222535-32



# GRANT DEED

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

FLABOB AIRPORT, LLC.,  
a California Limited Liability Company

GRANT(S) to the REDEVELOPMENT AGENCY for the COUNTY OF RIVERSIDE, a  
public body, corporate and politic organized and existing under, and by virtue of the  
State of California, described as:

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

No Consideration

DOCUMENT TRANSFER TAX \$ <u>0</u>
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
<input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
<u>[Signature]</u> Signature of Declarant or Agent determining tax. Firm Name

Date: AUGUST 16, 2011

FLABOB AIRPORT, LLC.,  
a California Limited Liability Company

By: [Signature]  
John D. Lyon, President

**EXHIBIT "A"**

**APN: 181-190-018**

**LEGAL DESCRIPTION**

That portion of Lot 5 of Evans Rio Rancho as shown by map on file in Book 10 of Maps at Pages 52 through 54, inclusive thereof, Records of Riverside County, California, lying within Section 22, Township 2 South, Range 5 West, San Bernardino Meridian in the County of Riverside, State of California, being more particularly described as follows:

**BEGINNING** at the southeasterly corner of that certain parcel of land conveyed to Flabob Airport, LLC by deed recorded October 16, 2007 as Instrument Number 2007-0638283, Official Records of Riverside County, California, said point being on the northerly right-of-way line of Crestmore Road (110 feet in width) as conveyed to the County of Riverside by deed recorded July 20, 1973 as Instrument Number 96006, Official Records of Riverside County, California;

Thence North 11°40'10" West (recorded as North 11°38'54" West), along the easterly line of said parcel of land conveyed to Flabob Airport, LLC, a distance of 133.82 feet;

Thence North 49°25'13" West, departing said easterly line, a distance of 130.64 feet;

Thence, at a right angle, South 40°34'47" West, a distance of 131.50 feet;

Thence, at a right angle, South 49°25'13" East, a distance of 175.67 feet to said northerly right-of-way line of Crestmore Road (110 feet in width);

Thence South 88°35'40" East along said northerly right-of-way line, a distance of 77.98 feet to the beginning of a tangent curve, concave southerly, having a radius of 1,205.00 feet;

Thence easterly, along said curve and said northerly right-of-way line, through a central angle of 00°01'17" an arc distance of 0.45 feet to the **TRUE POINT OF BEGINNING**, a radial line at said point bears South 01°24'02" West.

Contains 0.58 acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me  
or under my direction:

  
Frederick A. Elliott, P.L.S. 4741

Date: June 17, 2011

Expiration Date: 09/30/2011

MWE/lgm  
LEGAL/807-41-A (6/17/2011)



PORTION OF LOT 5  
EVANS RIO RANCHO  
MB 10/52-54, RIV. CO.

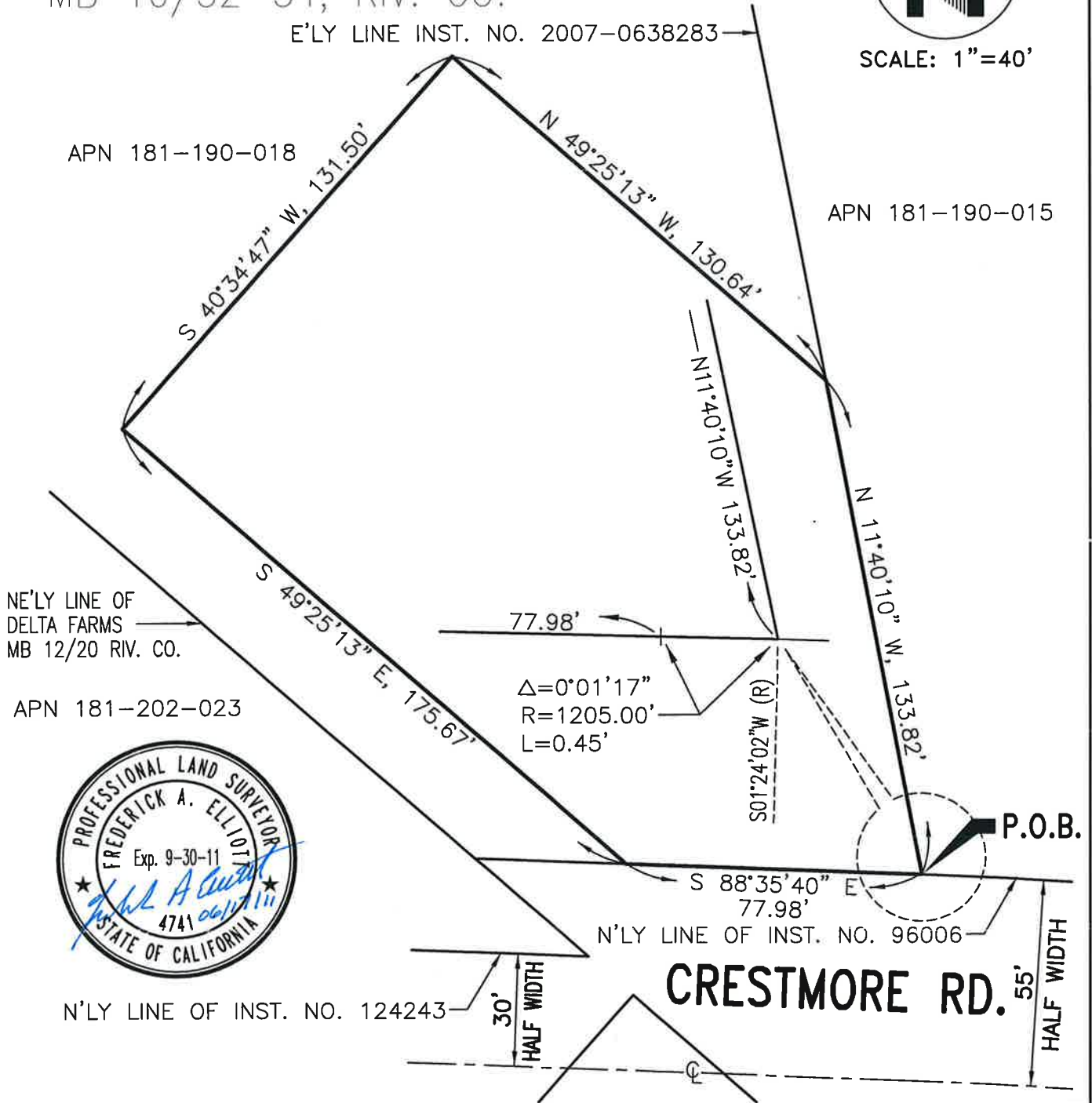


SCALE: 1"=40'

E'LY LINE INST. NO. 2007-0638283

APN 181-190-018

APN 181-190-015



NE'LY LINE OF  
DELTA FARMS  
MB 12/20 RIV. CO.

APN 181-202-023



N'LY LINE OF INST. NO. 124243

N'LY LINE OF INST. NO. 96006

**CRESTMORE RD.**

P.O.B.

HALF WIDTH  
55'

HALF WIDTH  
30'

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

PREPARED BY:  
**KRIEGER & STEWART** INCORPORATED  
3602 University Ave. • Riverside, CA. 92501 • 951-684-6900

RIVERSIDE COUNTY REDEVELOPMENT AGENCY  
WELL AND STORAGE RESERVOIR  
PROPERTY ACQUISITION  
A.P.N. 181-190-018

EXHIBIT  
**B**

SCALE: 1"=40'    DATE: 6/17/11    DRAWN BY: MWE    CHECKED BY: FAE    W.O.: 807-41

SHEET 1 OF 1

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Riverside )

On Aug. 14, 2011, before me, Candice E Etter, a notary public,  
personally appeared John D. Lyon

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 law of the State of California that the foregoing paragraph is true and correct

Witness my hand and official seal.

Candice E Etter  
Notary Public

[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: 9-20-11

By: Robert Field  
Robert Field, Executive Director

# 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:** November 15, 2011

**SUBJECT:** Rancho Jurupa Regional Sports Complex Project  
Title Policy

---

Attached please find the original Title Policy for the Rancho Jurupa Regional Sports Complex Project. This transaction was approved on July 26, 2011, Item #4.6.

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

5011 MOA 51 64 3:02

RECEIVED BY THE COUNTY CLERK  
NOV 15 2011

2011-11-110537



**ORANGE COAST TITLE COMPANY**  
Builder Services/Commercial Division  
3536 Concoors Drive #120  
Ontario, CA 91764

---

Redevelopment Agency for the County of Riverside  
P.O. Box 1180  
Riverside, CA 92502-1180

RECEIVED  
NOV 10 2011  
DA Housing

Date: October 31, 2011

Thank you for allowing us to serve your title insurance needs. Attached, please find the following:

- X Original Policy (CLTA Policy)
- Copy Policy
- Wizard Report Endorsement
- Duplicate Original Policy
- Endorsements(s)
- Other

POLICY OF TITLE INSURANCE ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Countersigned by *Bob L. Marcom*  
\_\_\_\_\_  
Authorized Signature  
Orange Coast Title Company  
\_\_\_\_\_  
Company  
Ontario, CA  
\_\_\_\_\_  
City, State



*Stewart Jones Jr.*  
\_\_\_\_\_  
Senior Chairman of the Board  
*Malcolm S. Morris*  
\_\_\_\_\_  
Chairman of the Board  
*Michael Skalko*  
\_\_\_\_\_  
President

Serial Number **O-2228-000411076**



## 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, 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, 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.

### 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 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.

### **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 other 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) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

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

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and

convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

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

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

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

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

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

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

**7. DETERMINATION AND EXTENT OF LIABILITY.**

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

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

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

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

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

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

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

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

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

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

**8. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as

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

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

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

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

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

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of 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 (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 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 P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

## CLTA Standard Policy

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### Schedule A

Liability:	\$ 78,000.00	Premium:	\$438.00
Order No.:	140-1222535-32	Policy:	O-2228-000411076
Loan No.:	181-190-018		

Date of Policy: September 23, 2011

Time: 8:00 A.M.

1. Name of insured:

Redevelopment Agency for the County of Riverside

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)

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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 5 of Evans Rio Rancho, in the County of Riverside, State of California, as shown by Map on File in Book 10, Pages 52 through 54 of Maps, in the Office of the County Recorder of said County as follows:

Beginning at a point in the Westerly line of said Lot 5 of Evans Rio Rancho, said point being also the most Southerly corner of the land described in Deed to Charles M. Fischer, et al, recorded August 2, 1944 in Book 639, Page 19 of Official Records of Riverside County, California

Thence North 76° 54' 26" East along the Southerly line of said land deeded to Fischer 520.00 feet to the most Northerly corner of that property described in deed to Riverside County Park Facilities Corporation, recorded December 31, 1986 as Instrument No. 339828 of Official Records of Riverside County, California

Thence South 11° 38' 54" East, 582.51 feet along the Westerly line of said land to the Southwest corner thereof, said Southwest corner being also in the Northerly line of Crestmore Road, 110 feet wide, as conveyed to the County of Riverside recorded July 20, 1973 as Instrument No. 96006 of Official Records of Riverside County, California

Thence North 88° 35' 40" West 118.15 feet along said Northerly line to a point in the Northeasterly line of the Delta Farms Tract as shown by Map on File in Book 12, Page 20, thereof, of Maps, Records of Riverside County, California

Thence North 49° 23' 57" West along said Northerly line, 661.09 feet to the Point of Beginning.

EXCEPTING THEREFROM all oil, gas casinghead gas, asphaltum and other hydrocarbons and all chemical gas now or hereafter found, situated or located in all or any part or portion of the land herein described lying more than 500 feet below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbon, and chemical gas lying below a depth of more than 500 feet below the surface of but without any right whatsoever to enter upon the surface of said land or upon any land or upon any part or said lands within 500 feet vertical distance below the surface thereof.

Assessor's Parcel Number(s): 181-190-018

CLTA Standard Policy

Schedule B – Part I

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Exceptions From Coverage

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easement, claims of easement or encumbrances, which are not show 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. General and Special taxes for the fiscal year 2011-2012, including any assessments collected with taxes. A lien not yet payable.  
  
First installment due and payable November 1, 2011, delinquent if not paid by 12/10/11  
Second installment due and payable February 1, 2012, delinquent if not paid by 4/10/12
  2. The Lien of supplemental taxes if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the state of California
  3. Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.
  4. An instrument, upon the terms and conditions contained therein  
Entitled: Certificate of Compliance No. 2022  
(Section 19.2, Ordinance No. 460)  
Recorded: February 6, 1985, as Instrument No. 85-25320, Official Records.
  5. An instrument, upon the terms and conditions contained therein  
Entitled: CERTIFICATE OF COMPLETION STOP#1030  
Dated: MARCH 14, 2011  
Executed by and between: CITY OF JURUPA VALLEY; RIVERSIDE COUNTY WASTE RESOURCES MGT.  
DIST.; COUNTY SERVICE AREAS 72 AND 73  
Recorded: MARCH 14, 2011 as Instrument No 2011-0114862, Official Records.
  6. Certificate of Completion Amendment recorded June 7, 2011 as instrument no. 2011-0249640 official records.

**End of Exceptions**

/RG





# MEMORANDUM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

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*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:** November 21, 2011

**SUBJECT:** Rancho Jurupa Regional Sports Complex Project  
Title Policy

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Attached please find the Revised Title Policy for the Rancho Jurupa Regional Sports Complex Project. This transaction was approved on July 26, 2011, Item #4.6.

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

3011 WOA 53 6115: 05

2011-11-110549

If you want information about coverage or need assistance to resolve complaints, please call 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions and Stipulations. Visit our World Wide Web site at: <http://www.stewart.com>

POLICY OF TITLE INSURANCE ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Signature

Company

City, State



Senior Chairman of the Board

Chairman of the Board

President

Serial Number

## 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, 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, 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.~~

### 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

 **stewart**  
title guaranty company

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 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.

### 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 other 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) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

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

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and

convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

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

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

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

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

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

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

#### 7. DETERMINATION AND EXTENT OF LIABILITY.

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

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

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

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

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

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

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

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

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

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

#### 8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as

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

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

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

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

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

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of 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 (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)(i) 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 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 P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by its printed policy serial number which appears on the bottom of the front of the first page of this policy.

CLTA Standard Policy

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Schedule A

Liability:	\$ 78,000.00	Premium:	\$438.00
Order No.:	140-1222535-32	Policy:	O-2228-000411076
Loan No.:	181-190-018		

Date of Policy: September 23, 2011

Time: 8:00 A.M.

1. Name of insured:

Redevelopment Agency for the County of Riverside

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

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## CLTA Standard Policy

## Schedule A (continued)

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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 5 of Evans Rio Rancho as shown by map on file in Book 10 of Maps at Pages 52 through 54, inclusive thereof, Records of Riverside County, California, lying within Section 22, Township 2 South, Range 5 West, San Bernardino Meridian in the County of Riverside, State of California, being more particularly described as follows:

Beginning at the southeasterly corner of that certain parcel of land conveyed to Flabob Airport, LLC by deed recorded October 16, 2007 as Instrument Number 2007-0638283 Official Records of Riverside County, California, said point being on the northerly right-of way line of Crestmore Road (110 feet in width) as conveyed to the County of Riverside by deed recorded July 20, 1973 as Instrument Number 96006, Official Records of Riverside County, California;

Thence North  $11^{\circ} 40' 10''$  West (recorded as North  $11^{\circ} 38' 54''$  West) along the easterly line of said parcel of land conveyed to Flabob Airport, LLC, a distance of 133.82 feet;

Thence North  $49^{\circ} 25' 13''$  West, departing said easterly line, a distance of 130.64 feet;

Thence, at a right angle, South  $40^{\circ} 34' 47''$  West, a distance of 131.50 feet;

Thence, at a right angle, South  $49^{\circ} 25' 13''$  East, a distance of 175.67 feet to said northerly right-of-way line of Crestmore Road (110 feet in width);

Thence South  $88^{\circ} 35' 40''$  East along said northerly right-of-way line a distance of 77.98 feet to the beginning of a tangent curve, concave southerly, having a radius of 1,205.00 feet;

Thence easterly, along said curve and said northerly right-of-way line, through a central angle of  $00^{\circ} 01' 17''$  an arc distance of 0.45 feet to the TRUE POINT OF BEGINNING, a radial line of said point bears South  $01^{\circ} 24' 02''$  West.

Assessor's Parcel Number(s): 181-190-018

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Schedule B – Part I

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Exceptions From Coverage

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easement, claims of easement or encumbrances, which are not show by the public records.
4. Discrepancies, conflicts in boundary lines, shortage of area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not show by the public records.

CLTA Standard Policy

Schedule B – Part II

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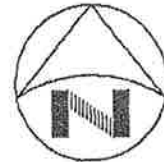
1. Rights of the public in and to any portion of said land lying within any lawfully established streets, roads or highways.
2. An instrument, upon the terms and conditions contained therein  
Entitled: Certificate of Compliance No. 2022  
(Section 19.2, Ordinance No. 460)  
Recorded: February 6, 1985, as Instrument No. 85-25320, Official Records.
3. An instrument, upon the terms and conditions contained therein  
Entitled: CERTIFICATE OF COMPLETION STOP#1030  
Dated: MARCH 14, 2011  
Executed by and between: CITY OF JURUPA VALLEY; RIVERSIDE COUNTY WASTE RESOURCES MGT.  
DIST.; COUNTY SERVICE AREAS 72 AND 73  
Recorded: MARCH 14, 2011 as Instrument No 2011-0114862, Official Records.
4. Certificate of Completion Amendment recorded June 7, 2011 as instrument no. 2011-0249640 official records.

End of Exceptions

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/RG

PORTION OF LOT 5  
EVANS RIO RANCHO  
MB 10/52-54, RIV. CO.



SCALE: 1"=40'

E'LY LINE INST. NO. 2007-0638283

APN 181-190-018

APN 181-190-015

NE'LY LINE OF  
DELTA FARMS  
MB 12/20 RIV. CO.

APN 181-202-023



N'LY LINE OF INST. NO. 124243

77.98'

$\Delta=0^{\circ}01'17''$   
 $R=1205.00'$   
 $L=0.45'$

S 124.02' W (R)

P.O.B.

S 88°35'40" E  
77.98'  
N'LY LINE OF INST. NO. 96006

CRESTMORE RD.

55'  
HALF WIDTH

30'  
HALF WIDTH

This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

PREPARED BY: <b>KRIEGER</b> <b>STEWART</b> INCORPORATED <small>3502 University Ave. • Riverside, CA 92501 • 951-634-6900</small>	<b>RIVERSIDE COUNTY REDEVELOPMENT AGENCY</b> <b>WELL AND STORAGE RESERVOIR</b> <b>PROPERTY ACQUISITION</b> <b>A.P.N. 181-190-018</b>	EXHIBIT <b>B</b>			
SCALE: 1"=40'	DATE: 8/17/11	DRAWN BY: MWE	CHECKED BY: FAE	W.O.: 807-41	SHEET 1 OF 1