

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

663



**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**  
August 4, 2011

**SUBJECT:** Resolution No. 2011-187, Authorization to Purchase Real Property in the City of Riverside, County of Riverside, California

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

1. Adopt Resolution No. 2011-187, Authorization to Purchase Real Property, located at 3075 and 3125 Myers Street, in the City of Riverside, County of Riverside, 7.91 acres of land, Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036, at a purchase price in the amount of \$6,639,860, plus miscellaneous escrow, closing and due diligence costs in the amount of \$74,421;

(Continued)

REVIEWED BY CIP

*ch hsam*  
Christopher Hans

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 6,714,281	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:**

<b>SOURCE OF FUNDS:</b> 100% MHSA (State Fund)	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

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

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

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 16, 2011  
xc: EDA, CIP, E.O., Auditor(2)

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

Prev. Agn. Ref.: \_\_\_\_\_ District: 1 Agenda Number: \_\_\_\_\_

**3.41**

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel* 8-2-11  
 DATE: \_\_\_\_\_  
 Departmental Counsel  
 SYNTHIA M. GUNZEL  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 8/3/11  
 SAMUEL WONG

Policy  Policy   
 Consent  Consent   
 Dept' Recomm.: \_\_\_\_\_  
 Per Exec. Ofc.: \_\_\_\_\_

**RECOMMENDED MOTION:** (Continued)

2. Approve the Agreement of Purchase and Sale with Joint Escrow Instructions between the County and CTF5 Citrus Park, LLC and authorize the Chairman to execute the documents necessary to complete the purchase of the real property; and
3. Find that the purchase of the real property and subsequent interior tenant improvements are exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3) and Section 15301, Class 1(a) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to certify acceptance of any documents successively in favor of the county, to execute any other documents and administer all actions necessary to complete this transaction; and
5. Approve and direct the Auditor-Controller to amend the Economic Development Agency's FY 2011/2012 Real Property budget as specified on Schedule "A"; and
6. Approve and direct the Auditor-Controller to amend Mental Health's FY 2011/2012 Capital Improvement budget as specified on Schedule "B"; and
7. Direct the Clerk of the Board to file a Notice of Exemption with the County Clerk for posting.

**BACKGROUND:**

The County of Riverside, Economic Development Agency has negotiated to purchase real property on behalf of the Riverside County Department of Mental Health (RCDMH) located at 3075 and 3125 Myers Street, Riverside, Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036, more particularly legally described in Exhibit "A", attached hereto, to better serve the community and the growing need for mental health services.

The current space in which the Riverside County Department of Mental Health (RCDMH) is located in Riverside is not sufficient to accommodate the increasing new client cases and additional staff that were previously added due to the implementation of the Mental Health services Act (MHSA). Once purchased, the county proposes to make tenant improvements to the property. These newly improved facilities will provide continued client care for children and administrative support services as mandated by MHSA funding.

With the additional space, the RCDMH would be able to better accommodate the increasing demands of the community by facilitating the following programs: Western Children's program, which includes Western Children's Administration, Children's Interagency Treatment Services and Interagency Services for Families (ISF) Wraparound, and Multidimensional Family Therapy, Central Children's Services program, which includes Children's Services Administration, the Assessment & Consultation Team (ACT), Children's Case Management, Multi-dimensional Treatment Foster Care, Youth Hospital Intervention Program (YHIP), Pre-School (0-5) Children's Program, MHSA Parent and Training Unit, and the Therapeutic Residential Assessment & Consultation Team.

(Continued)

**BACKGROUND:** (Continued)

In addition, training and conference rooms, space to house client and administrative files, interview rooms, storage for training supplies, resource and outreach supplies, and related office supplies/equipment for the programs and sufficient employee and visitor/trainee parking and secured parking for approximately nine to twelve (9-12) county vehicles.

The 3075 Myers Street Building address currently has a month-to-month tenant whereby a thirty day notice will be provided at the close of escrow to terminate that lease.

The Department of Mental Health is in receipt of one-time MHSA Capital Improvement Project (CIP) funds to purchase and renovate a new mental health site to continue to provide mental health services to the constituents in Riverside County as required by MHSA funding.

Authorization to Purchase Real Property and subsequent interior tenant improvements are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and Section 15301, Existing Facilities, Class 1 (a) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment.

The Board of Supervisors on July 12, 2011, adopted Resolution 2011-186, Notice of Intention to Purchase Real Property, in the City of Riverside, County of Riverside, California.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary to acquire Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036:

Purchase Price	\$6,639,860
Estimated Escrow and Closing Charges	\$ 11,049
Preliminary Title Report	\$ 400
Environmental	\$ 12,000
Physical Inspection	\$ 7,600
Appraisal	\$ 4,950
Advertising Costs	\$ 6,422
Acquisition Administration	\$ 32,000
Total Estimated Acquisition Costs:	\$6,714,281

While EDA will cover the cost for the due diligence services (Preliminary Title Report, Appraisal, Environmental, Physical Inspection and Advertising Cost) at the time of this property transaction, it is understood that the Department of Mental Health will reimburse EDA for these costs. The budget adjustment attached (Schedule A) is necessary to allow these transactions. The remaining costs will be paid directly by the Department of Mental Health.

All costs associated with this property acquisition are fully funded in Department of Mental Health's budget for FY 2011/12. Thus, no net county cost will be incurred as a result of this transaction.

**Attachments:**

Resolution No. 2011-187  
Exhibit "A"  
Schedule "A"  
Schedule "B"  
Purchase and Sale Agreement  
Assignment and Assumption Agreement

**SCHEDULE A**

**Increase Estimated Revenues:**

47220-7200400000-777550	Right of Way	\$31,372
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**Increase Appropriations:**

47220-7200400000-525400	Title Company Services	\$ 400
47220-7200400000-524830	Environmental Services	\$12,000
47220-7200400000-524550	Appraisal Service	\$ 4,950
47220-7200400000-523230	Misc. Expense (Physical Inspection)	\$ 7,600
47220-7200400000-526420	Advertising Cost	<u>\$ 6,422</u>
		\$31,372

**SCHEDULE B**

**Increase Estimated Revenues:**

10000 - 4100400000 - 751040	CA- Mental Health Services Act	\$6,714,281
<b>Subtotal 4100400000</b>	<b>Mental Health Administration</b>	<b>\$6,714,281</b>

**Increase Appropriations:**

10000 - 4100400000 - 542040	Buildings- Capital Projects	\$6,714,281
<b>Subtotal 4100400000</b>	<b>Mental Health Administration</b>	<b>\$6,714,281</b>

1 Board of Supervisors

County of Riverside

2  
3 Resolution No. 2011-187

4 Authorization to Purchase Real Property

5 In the City of Riverside, County of Riverside, California

6 Assessor's Parcel Number: 234-270-034, 234-270-035 and 234-270-036

7  
8 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
9 Supervisors of the County of Riverside, in regular session assembled on  
10 August 16, 2011, at 9:00a.m., in the meeting room of the Board of Supervisors  
11 located at the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street,  
12 Riverside, California, authorizes the purchase of real property from CTF5 Citrus Park  
13 LLC, a California limited liability company, in the city of Riverside, County of Riverside,  
14 State of California, identified as Riverside County Assessor's Parcel Numbers 234-  
15 270-034, 234-270-035 and 234-270-036, more particularly described in Exhibit "A",  
16 attached hereto and made a part hereof, consisting of two buildings (30,822 and  
17 47,294 square feet) on 7.91 acres of land in the amount of Six Million Six Hundred  
18 Thirty Nine Thousand, Eight Hundred Sixty Dollars (\$6,639,860), plus miscellaneous  
19 escrow, closing and due diligence costs in the approximate amount of Seventy Four  
20 Thousand Four Hundred Twenty One Dollar (\$74,421).

21 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the  
22 Board of Supervisors of the County of Riverside is authorized to execute the  
23 documents to complete the purchase of the real property and this transaction.

24 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
25 Executive Officer of the Economic Development Agency, or his designee, is authorized  
26 to execute the necessary documents to complete this transaction.

27 ///

28 //

FORM APPROVED COUNTY COUNSEL  
BY: *Syntia M. Gunzel* 8-2-11  
DATE  
SYNTIA M. GUNZEL

1 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
2 Supervisors has given hereof pursuant to Government Code Section 6063.

3  
4  
5 ROLL CALL:

6 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley  
7 Nays: None  
8 Absent: None

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

11 KECIA HARPER-IHEM, Clerk of said Board

12 By: \_\_\_\_\_  
13 Deputy





**EXHIBIT "A"**

PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
BY AND BETWEEN

CTF5 Citrus Park LLC,  
A California limited liability company  
as Seller

AND

THE COUNTY OF RIVERSIDE,  
A Political Subdivision of the State of California  
as Buyer

3075 and 3125 Myers Street, Riverside, California

Assessor's Parcel Numbers

234-270-034, 234-270-035, 234-270-036

AUG 16 2011 341



1 the Title Officer;

2 (f) "Closing" and "Close of Escrow": Are terms used interchangeably in this  
3 Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the  
4 Grant Deed is recorded in the Official Records of the County of Riverside in the manner  
5 provided herein;

6 (g) "Closing Date": The Closing Date shall be on or before September 19,  
7 2011 unless otherwise agreed to in writing by both parties;

8 (h) "Due Diligence Period": "Due Diligence Period" is the period commencing  
9 on the Effective Date and ending on the Closing Date.

10 (i) "Notices". In the event either party desires or is required to give notice  
11 to the party in connection with this Agreement, the same shall be in writing and shall be  
12 deemed to have been given when delivered in person, by recognized overnight air courier  
13 service, by confirmed facsimile transmission, or deposited with the United States Postal  
14 Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate  
15 address as set forth in subparagraph (i) below. All notices sent by mail will be deemed received  
16 three (3) days after the date of mailing. "Notices" will be sent as follows:

17  
18 Seller:  
19 CTF5 Citrus Park  
20 65 Enterprise, Suite 150  
21 Attn: Marc Belluomini/Michael W. Traynham, Esq  
22 Aliso Viejo, California 92656  
Telephone: (949) 330-5774/(949)330-5783  
Fax No.: (949)330-5771  
Email: mbelluomini@ctrinvestors.com/  
mtraynham@ctrinvestors.com

23 Buyer:  
24 County of Riverside/Real Estate Division  
25 3403 Tenth Street, #500  
26 Riverside, California 92501  
27 Attn: Vincent Yzaguirre  
Telephone: 951.955.4820  
28 Fax No.: 951.955.4837  
Email: VYzaguirre@rivcoeda.org

With copies to:  
Clerk of the Board  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, California 92501

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1 Escrow Holder: First American Title  
2 3281 East Guasti Road, Suite 490  
3 Ontario, California 91761  
4 Attn: Janette DeLap, Escrow Officer  
5 Telephone: 909-510-6206  
6 Fax No.: 877-461-2090  
7 Email: [jdelap@firstam.com](mailto:jdelap@firstam.com)

8 Title Company: First American Title  
9 3281 East Guasti Road, Suite 490  
10 Ontario, California 91761  
11 Attn: Wendy Hagen, Title Officer  
12 Telephone: 909-510-6225  
13 Fax No.: 877-461-2090  
14 Email: [whagen@firstam.com](mailto:whagen@firstam.com)

15 (j) "Citrus Park West": The Property is part of a commercial development  
16 known as "Citrus Park West";

17 (k) "CC&Rs": Citrus Park West, including the Property, is encumbered by that  
18 certain "Amended and Restated Declaration of Covenants, Conditions and Restrictions, and  
19 Reservation of Easements for Citrus Park West" recorded on July 13, 2009 in the Official  
20 Records as Document No. 2009-0359959, as amended from time to time.

21 (l) **Exhibits:**

22 Exhibit "A" - Legal Description

23 Exhibit "B" - Grant Deed

24 Exhibit "C" - HVAC Proposal

25 2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in  
26 this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the  
27 Property from Seller, together with all easements, appurtenances thereto, and all  
28 improvements and fixtures situated thereon.

29 3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:  
30 Within Thirty (30) days following the opening of escrow, as described in Paragraph 4, below,  
31 Buyer shall deposit an amount equal to the sum of the purchase price plus a good faith  
32 estimate of Buyer's share of all costs, expenses and prorations under this Agreement with

1 Escrow Holder, in the form of a cashier's check or other immediately available funds. Escrow  
2 Holder shall deposit said funds in an interest bearing account which shall be applied against  
3 the Purchase Price at closing and any overages including the interest shall be returned to  
4 Buyer at close of escrow.

5       4.     **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow  
6 Holder within ten (10) business days after the Effective Date by delivery to Escrow Holder, of  
7 the fully executed original or originally executed counterparts of this Agreement which date  
8 shall be the official Opening Date of Escrow reference herein. This purchase shall be  
9 contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and  
10 the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document.  
11 This contingency will be removed from escrow upon the receipt of the executed Purchase and  
12 Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors  
13 and the Buyer. Buyer and Seller agree to execute any additional instructions reasonably  
14 required by the Escrow Holder. If there is a conflict between any printed escrow instructions  
15 and this Agreement, the terms of this Agreement will govern.

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

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

19                     (a) A Grant Deed ("**Grant Deed**"), for each property conveyed, in the  
20 form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller and  
21 in recordable form, conveying the Property to Buyer;

22                     (b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA**  
23 **Certificate**");

24                     (c) Three counterpart originals of an Assignment and Assumption of  
25 Contracts and Warranties including roof warranty ("**Assignment and Assumption**") executed by  
26 the Seller;

27                     (d) All Governmental permits issued for the construction of the building  
28 and improvements including, but not limited to, the building shell and tenant improvements, and

1 all signed off City of Riverside Building Department and Fire Department inspection cards, and  
2 the State of California Elevator Permit and all other information described in 7.1., to the extent  
3 such documents are in Seller's possession;

4 (e) A complete set of "as built" plans and working drawings for the  
5 entire project;

6 (f) Proof of release of any and all liens, and payment of any and all  
7 fees or special assessments against the Property;

8 (g) Copies of any leases on the Property, seller shall submit proof of  
9 termination of the lease with Fleetwood Enterprises dated April 2008.

10 (h) An inventory of furniture and personal property to be transferred to  
11 the Buyer, if any.

12 (i) After buyer's approval of the amended CC&R's as reference in  
13 Paragraph 21.11, seller shall submit into escrow these amended and recorded CC&R's.

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

17 (a) The Purchase Price in accordance with Paragraph 3 above;

18 (b) Three counterpart originals of an Assignment and Assumption  
19 executed by the Buyer;

20 (c) The amount due Seller and any third parties, if any, after the  
21 prorations are computed in accordance with Paragraph 16.3 below;

22 (d) A duly executed copy of the approval of the Board of Supervisors  
23 Authorization to Purchase and the Approval of the Purchase and Sale Agreement and Joint  
24 Escrow Instructions document.

25 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other  
26 instruments consistent with this Agreement as are reasonably required by Escrow Holder or  
27 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title  
28 Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the

1 Internal Revenue Code.

2 **6. Condition of Title.**

3 At the Close of Escrow, fee simple title to the Property will be conveyed to Buyer  
4 by Seller by Grant Deed, subject only to the following matters ("Permitted Exceptions"):

5 (a) A lien for local real property taxes and assessments not delinquent;

6 (b) Buyer's approval of the amended CC&Rs to the sole and subjective  
7 satisfaction of Buyer and other matters of title respecting the Property approved or deemed  
8 approved by Buyer in accordance with this Agreement;

9 (c) Matters affecting the condition of title to the Property created by or with the  
10 written consent of Buyer;

11 (d) All applicable laws, ordinances, rules and regulations of any applicable  
12 governmental authority; and

13 (e) Any matter that have been disclosed by an accurate survey or a reasonable  
14 physical inspection of the Property accepted by the Buyer.

15  
16 **7. Conditions to the Close of Escrow.**

17 7.1 Conditions Precedent to Buyer's Obligations. The following conditions  
18 must be satisfied not later than the Closing Date or such other period of time as may be  
19 specified below:

20 (a) Title. Buyer will obtain a report of title for the Property prepared by  
21 the Title Company ("Preliminary Title Report" or "PTR") and referenced as Order Number  
22 117400108-K26, together with copies of the exception to title described in the Preliminary Title  
23 Report. Buyer shall have thirty (30) days after the Effective Date to review and/or disapprove  
24 the PTR and/or any matters/exceptions in the PTR. In the event that Buyer objects to  
25 exceptions (collectively, the "Objectionable Exceptions"), as shown in the PTR, Seller will have  
26 thirty (30) days after receipt of Buyer's objectionable exceptions to advise Buyer in writing that:

27 (i) Seller will remove any Objectionable Exceptions or obtain  
28 appropriate endorsements to the title policy on or before the Closing Date; or



1 (ii) Seller will not cause one or more of the Objectionable  
2 Exceptions to be removed. If Seller advises Buyer that it will not cause (or fails to timely advise  
3 Buyer that it will cause) the Objectionable Exceptions to be removed, Buyer will have ten (10)  
4 days to elect, as its sole remedy, to:

5 (1) Proceed with the purchase and acquire the Property,  
6 subject to the Objectionable Exceptions without reduction in the Purchase Price; or

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

10 (iii) If Seller commits to remove any of the Objectionable  
11 Exception and fails to do so by the Closing Date, then Seller will be in default under this  
12 Agreement and Buyer may, at Buyer's election, terminate this Agreement and pursue its  
13 remedies as set forth herein and any remedies available to Buyer at law or in equity.

14 (b) Title Insurance. As of the Close of Escrow, the Title Company will  
15 issue, or have committed to issue, a CLTA Standard, Title Policy to Buyer with only the  
16 Permitted Exceptions.

17 (c) Delivery of Information. Seller represents that Seller will deliver to  
18 Buyer any and all of the existing original or true copies of the following documents in  
19 possession of the Seller or has a duty to disclose: all surveys, approved plans and  
20 specifications, building condition, zoning, land use, audits, past hazardous material studies, as-  
21 built drawings, governmental approvals and building permits, elevator permits, soils reports,  
22 including engineers' reports, environmental reports, studies or audits, and studies and similar  
23 information, relating to the Property that is material to this purchase. All items delivered by  
24 Seller to Buyer shall be to the best of Seller's actual knowledge, true, correct, and complete  
25 copies of the items in Seller's possession, and except as expressly set forth herein, Seller  
26 makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any  
27 reason, all such items in this subparagraph (c), shall be immediately returned to Seller. Buyer  
28 shall have until the close of escrow to review and approve or disapprove items in this

1 Paragraph 7.1 and Subparagraph 7.1(c).

2 (d) The conditions set forth in Paragraph 7.1 are solely for the benefit of  
3 Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any  
4 condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

5 (e) The Close of Escrow and Buyer's obligations with respect to this  
6 transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date, the  
7 items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items  
8 described in Paragraph 7.1.

9 (f) Seller to complete the Environmental remediation for asbestos as  
10 set forth on the Limited Asbestos Survey Report, Section 5.3, dated July 26, 2011, prior to the  
11 close of escrow, County to reimburse Seller in the amount of \$3,000 through escrow for this  
12 work.

13 (g) Seller shall provide for Buyer's review and approval the amended  
14 CC&R's as set forth in Paragraph 5.1 (i) and Paragraph 21.11. Upon buyer's approval, Seller  
15 shall record the amended CC&R's.

16 (h) Seller shall terminate all vendor contracts and agreements not  
17 accepted by the Buyer.

18 (i) Seller, at Seller's sole cost, to complete the installation of new  
19 heating, ventilation, and air conditioning units (HVAC) on the buildings, as set forth in the fully  
20 executed proposal attached as Exhibit "C." The warranty for units and installation shall be  
21 assigned to Buyer by Seller prior to the close of escrow.

22 7.2 Conditions Precedent to Seller's Obligations. The following shall be  
23 conditions precedent to Seller's obligation to consummate the purchase and sale transaction  
24 contemplated herein:

25 (a) Buyer shall have delivered to Escrow Holder, prior to the Closing,  
26 for disbursement as directed hereunder, an amount equal to the Purchase Price and any other  
27 funds in accordance with this Agreement.

28 (b) Buyer shall have delivered to Escrow Holder the items described in

1 Paragraphs 5.2 and 5.3, above.

2 (c) The conditions set forth in Paragraph 7.2 are solely for the benefit of  
3 Seller and may be waived only by Seller. At all times Seller has the right to waive any  
4 condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

5 **8. Delivery of Property.** The consummation of this transaction is subject to the  
6 Seller delivering the Property and improvements in an operable and completed condition and  
7 compliance with applicable laws. Seller shall complete and pay for any and all necessary  
8 governmental approvals including securing and completing entitlements, applicable and  
9 necessary permits and completing any and all development conditions, and required repairs to  
10 the Property. Prior to Close of Escrow, Seller shall have replaced the HVAC pursuant to the  
11 terms provided in Section 7.1(i).

12 **9. Maintenance of Property.** Seller shall be responsible for the diligent  
13 maintenance of the entire Property, and pay any and all expenses incurred in the maintenance  
14 of the Property until the Close of Escrow. At the Close of Escrow, Seller agrees to assign to  
15 Buyer any and all of Seller's rights, titles and interests to the Building's entitlements, permits,  
16 plans and specifications that are directly associated with the Property.

17 **10. Warranties.** Seller shall advise Buyer of any new contracts or modification of  
18 any existing contracts or agreements during the Escrow and will assign any and all information  
19 regarding warranties. Upon Close of Escrow, Seller shall transfer all outstanding warranties to  
20 Buyer from Seller's general contractor and subcontractors.

21 **11. Due Diligence by Buyer.**

22 **11.1 Matters to Be Reviewed.** Buyer shall have until Close of Escrow to  
23 complete its due diligence investigation of the Property and to approve each of the following  
24 matters (collectively, "Buyer's Investigations"):

25 (a) The physical condition of the Property, with respect to hazardous  
26 and toxic materials, if any, and in compliance with all applicable laws, including any laws  
27 relating to hazardous and toxic materials;

1 (b) All applicable government ordinances, rules and regulations of  
2 Seller's compliance therewith, including, but not limited to, zoning and building regulations; and

3 (c) All licenses, permits and other governmental approvals relating to  
4 the Property, which shall remain in effect after the Close of Escrow.

5 11.2 Due Diligence Requirements.

6 (a) Subject to Paragraph 20.4 below, Buyer shall only conduct a visual  
7 inspection of the Property and shall have no right to conduct any physical testing, boring,  
8 sampling or removal (collectively, "Physical Testing") of any portion of the Property without first  
9 obtaining Seller's prior written consent. If Buyer wishes to conduct any Physical Testing on any  
10 portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written  
11 approval.

12 (b) At least forty-eight (48) hours prior to any entry unto the Property by  
13 Buyer or and its agents, employees, representatives or contractors (collectively, "Buyer's  
14 Agents") for the purpose of conducting Buyer's Investigations, Buyer shall provide Seller with  
15 sufficient evidence to show that Buyer's Agents who are to enter upon the Property are  
16 adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller  
17 insuring Buyer and Seller against any and all liability arising out of the entry and activities of  
18 Buyer's Agents' upon the Property, including, without limitation, any loss or damage to the  
19 Property arising therefrom, with coverage in the amount of not less than One Million Dollars  
20 (\$1,000,000) per occurrence.

21 (c) Buyer shall, at its sole cost and expense, comply with all applicable  
22 federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting  
23 Buyer's Investigations and any Physical Testing relating thereto.

24 (d) Buyer shall, at its sole cost and expense, clean up, restore and  
25 repair the Property and any other portion of the Property altered in any manner by Buyer or  
26 Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that such portion of the  
27 Property or the Property shall be returned to the same condition that existed prior to Buyer's or  
28 Buyer's Agents' entry thereon.

1 (e) Buyer shall provide to Seller, upon Seller's written request, with a  
2 copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover,  
3 obtain or generate in connection with or resulting from Buyer's Investigations and/or Physical  
4 Testing under this Paragraph 11.2(e).

5 11.3 Indemnification. Buyer hereby agrees to protect, indemnify, defend and  
6 hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,  
7 actions, obligations, damages and/or expenses caused by reason of Buyer's or Buyer's Agent's  
8 entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall  
9 keep the Property free of mechanic's liens related to the activities of Buyer. This Paragraph  
10 11.3 shall survive the Closing or termination of this Agreement.

11 12. **Final Inspection of Property.** Buyer shall be entitled to inspect and approve or  
12 disapprove the Property condition prior to Close of Escrow to determine that the Property is in  
13 a condition in accordance with the terms of this Agreement and that is satisfactory to the sole  
14 determination of the Buyer.

15 13. **Right to Terminate Transaction.** Buyer shall have the absolute right to  
16 terminate this transaction if Escrow is not closed on or before September 19, 2011, due to no  
17 fault of the Buyer.

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

28 //

1           **15. Escrow and Title Cost and Expenses.**

2           **15.1 Seller shall pay or be charged:**

- 3           a. All costs associated with removing any debt encumbering the  
4           Property;
- 5           b. All costs associated with Seller's broker representation, including  
6           commission;
- 7           c. Cost of the CLTA Standard coverage policy;
- 8           d. One-half share of Escrow fees and costs;
- 9           e. Seller's share of prorations.

10           **15.2 Buyer shall pay or be charged:**

- 11           a. One-half share of Escrow fees and costs;
- 12           b. Cost of recording the Deed;
- 13           c. Buyers share of prorations.

14           **16. Prorations.** All receipts and disbursements of the Property will be prorated as of  
15 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be  
16 adjusted on the following basis:

17           **16.1 Tax Exempt Agency.** All parties hereto acknowledge that the Buyer is a  
18 public entity and exempt from payment of any real property taxes. There will be no proration of  
19 taxes through Escrow. Seller will be responsible for payment of any real property taxes due  
20 prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the  
21 Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from  
22 proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will  
23 not accept partial payment of any installment of the real property taxes due at the Close of  
24 Escrow. After the Close of Escrow, the Buyer will file any necessary documentation with the  
25 County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after  
26 the Close of Escrow, to apply for a refund, to the County Tax Collector/Assessor outside of  
27 Escrow if eligible to receive such refund and Escrow Holder shall have no liability and/or  
28 responsibility in connection therewith.

1           16.2 Utility Deposits. Seller will notify all utility companies servicing the  
2 Property of the sale of the Property to Buyer and will request that such companies send Seller  
3 a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the  
4 utility companies that all utility bills for the period commencing on the Close of Escrow are to be  
5 sent to Buyer. Seller is responsible for all costs associated with the provision of utility services  
6 to the Property up to the Close of Escrow. Buyer is responsible for all costs associated with  
7 the provision of utility services to the Property after the Close of Escrow.

8           16.3 Method of Proration. If applicable and for purposes of calculating  
9 prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the  
10 income therefrom and responsible for the expenses thereof, for the entire day upon which the  
11 Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three  
12 hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of  
13 the parties pursuant to this Paragraph shall survive the Closing and shall not merge into any  
14 documents of conveyance delivered at Closing.

15  
16           **17. Disbursements and Other Actions by Escrow Holder.** At the Close of  
17 Escrow, Escrow Holder will promptly undertake all of the following:

18           17.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with  
19 Escrow Holder by Buyer in payment of the Property as follows: (a) deduct or credit all items  
20 chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 15 and 16; b)  
21 disburse the balance of the Purchase Price; and, (c) disburse any excess proceeds deposited  
22 by Buyer to Buyer.

23           17.2 Recording. Cause the Grant Deed to be recorded with the County  
24 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

25           17.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

26           17.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA  
27 Certificate and any other documents (or copies thereof) deposited into Escrow by Seller.  
28 Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

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

4           18.1 Each party has the legal power, right and authority to enter into this  
5 Agreement and the instruments referenced herein, to perform its obligations under and to  
6 consummate the transaction contemplated by this Agreement.

7           18.2 At Close of Escrow, all requisite action (corporate, trust, partnership or  
8 otherwise) has been taken by each party in connection with the entering into of this Agreement,  
9 the instruments referenced herein and the consummation of this transaction. No further  
10 consent of any partner, shareholder, creditor, investor, judicial or administrative body,  
11 governmental authority or other party is required.

12           18.3 The individuals executing this Agreement and the instruments referenced  
13 herein on behalf of each party and the partners, officers or trustees of each party, if any, have  
14 the legal power, right, and actual authority to bind each party to the terms and conditions of  
15 those documents.

16           18.4 This Agreement and all other documents required to close this transaction  
17 are and will be valid, legally binding obligations of and enforceable against each party in  
18 accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization,  
19 moratorium laws or similar laws or equitable principles affecting or limiting the rights of  
20 contracting parties generally.

21           18.5 At Closing, Seller shall convey the Property to Buyer with clear and  
22 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,  
23 rights and conditions of any kind whatsoever, except those which are approved by Buyer in  
24 accordance with Paragraph 7 above.

25           **19. Indemnification.**

26           19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold  
27 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,  
28 expenses, including reasonable attorney's fees and costs, damages and losses, cause or



1 causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation  
2 or breach of warranty or covenant by Seller in this Agreement.

3           19.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold  
4 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,  
5 including attorney's fees and costs, damages and losses, cause or causes or action and suit or  
6 suits arising out any misrepresentation or breach of warranty or covenant by Buyer in this  
7 Agreement. This indemnification shall include reasonable costs and attorney fees.

8           **20. Hazardous Substances.**

9           20.1 Definitions. For the purpose of this Agreement, the following terms have  
10 the following meanings:

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

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

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

22           20.2 Seller's Representations and Warranties. As of the date of this Agreement,  
23 to Seller's current actual knowledge:

24                   (a) No Hazardous Substances have been used or stored on or within  
25 any portion of the Property except those substances which are or have been used or stored on  
26 the Property by Seller in the normal course of use and operation of the Property and in  
27 compliance with all applicable Environmental Laws;

28                   (b) There are and have been no federal, state, or local enforcement,

1 clean-up, removal, remedial or other governmental or regulatory actions instituted or completed  
2 affecting the Property;

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

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

8 20.3 Notices Regarding Hazardous Substances. During the term of this  
9 Agreement, Seller will promptly notify Buyer if it obtains notice that the Property may be subject  
10 to any threatened or pending investigation by any governmental agency under any law,  
11 regulation or ordinance pertaining to any Hazardous Substance on or within the Property.

12 20.4 Environmental Audit. Buyer may order at its sole cost and expense, to  
13 perform an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period  
14 and may terminate this transaction if Buyer identifies environmental issues in its sole and  
15 subjective judgment would preclude the Buyer from continuing with this transaction, the  
16 following:

17 (a) The Environmental Audit shall be conducted pursuant to standard  
18 quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business  
19 day's prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy  
20 of Buyer's work plan to Seller for Seller's reasonable approval;

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

25 (c) Buyer hereby agrees to protect, indemnify, defend and hold  
26 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,  
27 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,  
28 employee's or independent contractor's) entries into the Property prior to the Close of Escrow

1 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the  
2 activities of Buyer.

3 **21. Miscellaneous.**

4 21.1 Counterparts. This Agreement may be executed in any number of  
5 counterparts, each of which shall be effective only upon delivery (including delivery by facsimile  
6 transmission or by "pdf" email transmission) and thereafter shall be deemed an original, and all  
7 of which shall be taken to be one and the same instrument, for the same effect as if all parties  
8 hereto had signed the same signature page. Any signature page of this Agreement may be  
9 detached from any counterpart of this Agreement without impairing the legal effect of any  
10 signatures thereon and may be attached to another counterpart of this Agreement identical in  
11 form hereto but having attached to it one or more additional signature pages.

12 21.2 Partial Invalidity. If any term or provision of this Agreement shall be  
13 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not  
14 be affected thereby and each remaining term and provision of this Agreement will be valid and  
15 be enforced to the fullest extent permitted by law.

16 21.3 Waivers. No waiver of any breach of any covenant or provision contained  
17 herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other  
18 covenant or other provision contained herein. No extension of time for performance or any  
19 obligation or act will be deemed an extension of the time for performance of any other  
20 obligation or act except those of the waiving party, which will be extended by a period of time  
21 equal to the period of the delay.

22 21.4 Successors and Assigns. Neither party shall transfer or assign its rights or  
23 responsibilities under this Agreement without the express written consent of the other party.

24 21.5 Entire Agreement. This Agreement (including all Exhibits attached hereto)  
25 constitutes the entire contract between the parties hereto and may not be modified except by  
26 an instrument in writing signed by the party to be charged.

27 21.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that  
28 time is strictly of the essence with respect to each and every term, condition, obligation and

1 provision hereof.

2           21.7 Governing Law. The parties hereto expressly agree that this Agreement  
3 will be governed by, interpreted under, and construed and enforced in accordance with the  
4 laws of the State of California in which the Property is located. Venue for any proceeding  
5 related to this Agreement shall be in the County of Riverside.

6           21.8 No Recordation. No memorandum or other document relating to this  
7 Agreement shall be recorded without the prior written consent of Seller and Buyer.

8           21.9 Survival. Buyer and Seller indemnification obligations expressly set forth  
9 in this Agreement and any other provisions of this Agreement which by its terms expressly  
10 survive the Close of Escrow or require performance by either party after the Close of Escrow,  
11 shall survive the Close of Escrow and expire one (1) year thereafter. Except as provided  
12 above, upon completion of the Close of Escrow all other liabilities and obligations of Buyer and  
13 Seller hereunder shall terminate.

14           21.10 Brokers. Seller is represented by Lee & Associates ("Seller's Broker") and  
15 Buyer has no representation. Seller and Buyer each represent and warrant to one another  
16 that, except as expressly set forth in the preceding sentence, such party has not engaged any  
17 broker or finder with respect to this Agreement or the transactions contemplated herein. Upon  
18 and only upon the Closing, Seller shall pay a commission to Seller's Broker and Buyer's Broker  
19 as may be set forth in a separate written agreement between Seller and Seller's Broker and/or  
20 Buyer's Broker, or in any separate written instructions related thereto as may be executed and  
21 delivered into Escrow by Seller. Seller shall defend, indemnify and hold harmless Buyer from  
22 and against any and all liabilities, claims, demands, damages, or costs of any kind (including  
23 attorneys' fees, costs and expenses) arising from or connected with any other broker's or  
24 finder's fee or commission or charge ("Broker Claims") claimed to be due by Seller's Broker or  
25 any person other than Buyer's Broker (except as set forth above) arising from or by reason of  
26 Seller's conduct with respect to this transaction. Buyer shall defend, indemnify and hold  
27 harmless Seller from and against any and all Broker Claims claimed to be due by Buyer's  
28 Broker (except as set forth above) or any person other than Seller's Broker arising from or by

1 reason of Buyer's conduct with respect to this transaction. The provisions of this Paragraph  
2 21.10 shall survive Closing hereunder or earlier termination of this Agreement.

3 21.11 Amendments to CC&R's. Prior to the Closing Date, Seller shall amend the  
4 CC&R's subject to the sole and subjective satisfaction of Buyer. Said amendment shall allow  
5 for Buyer's uses and as Buyer deems appropriate and necessary. Seller may at Seller's  
6 option, fully extinguish the CC&R's over this subject property and provide the necessary  
7 recorded documentation and proof to Escrow.

8 22.12 Exhibits. Each exhibit attached hereto is incorporated herein by this  
9 reference and as set forth in this Agreement.

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20 [Signatures on Next Page]  
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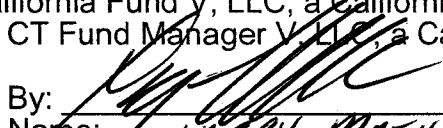
1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved  
2 by the Board of Supervisors of the County of Riverside.

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

5 Date:           AUG 16 2011          

6 **SELLER:**

7 CTF5-CITRUS PARK LLC, a California limited liability company  
8 By: CT California Fund V, LLC, a California limited liability company, its Manager  
9 By: CT Fund Manager V, LLC, a California limited liability company, its Manager

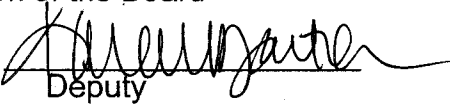
10 By:   
11 Name: LARRY MATHEW  
12 Title: EXECUTIVE VICE PRESIDENT

13 **BUYER:**

14 COUNTY OF RIVERSIDE, a political subdivision of the State of California

15 By: Bob Buster  
16 Bob Buster, Chairman  
Board of Supervisors

17 **ATTEST:**  
18 Kecia Harper-Ihem  
Clerk of the Board

19 By:   
20 Deputy

23 **APPROVED AS TO FORM:**  
24 Pamela J. Walls  
County Counsel

25 By: Synthia M. Gunzel  
26 Cynthia M. Gunzel  
27 Deputy County Counsel

28 MH:ra/072811/005MH/14.309

EXHIBIT "A"  
LEGAL DESCRIPTION

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

PARCELS 8, 9 AND 10 OF PARCEL MAP NO. 36029, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 227, PAGES 45 THROUGH 49, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 234-270-034, 035 AND 036

End of Legal Description

EXHIBIT "B"

Recorded at request of and return to:  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, #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)

MHra/072811/005MH/14.310  
reserved for Recorder's use)

(Space above this line

PROPERTY: 3075 AND 3125 Myers Street,  
Riverside  
APN:234-270-034, 234-270-035, 234-270-036

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CTF5 Citrus Park LLC, A California limited liability company ("Grantor") GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Grantee") the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto  
And made part hereof

Grantor hereby grants to Grantee all easements reserved in the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservations of Easements for Citrus Park West ("CC&Rs") executed by Grantor and recorded on July 13, 2009 in the Official Records as Document No. 2009-0359959 for the benefit of the Property. This conveyance is made expressly subject to the CC&Rs and all easements reserved in the CC&Rs which burden the Property, which easements are hereby expressly reserved from the herein grant.

ALSO SUBJECT TO: (a) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; (b) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations, exceptions and (c) all other matters affecting title to the Land of record or visible from a reasonable inspection of the property or which an accurate survey of the property would disclose.



PROPERTY: 3075 and 3125 Myers Street, Riverside  
APN: 234-270-034, 234-270-035, 234-270-036

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

GRANTOR:

CTF5 Citrus Park LLC, A California  
limited liability company

By: \_\_\_\_\_

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 and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

PROPERTY: 3075 and 3125 Myers Street, Riverside  
APN: 234-270-034, 234-270-035, 234-270-036

CERTIFICATE OF ACCEPTANCE  
COUNTY OF RIVERSIDE

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from the CTF5 Citrus Park LLC, a California limited liability company, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by Resolution No. 99-099 of the Board of Supervisors adopted on April 20, 1999, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA

Irvine Valley Air Conditioning, Inc.

Contractor License No. 641001  
Phone: (714) 575-5244  
Fax : (714) 575-5246

2961 E. Coronado Street  
Anaheim, CA 92806

**WORK AUTHORIZATION**

Purchaser: CT Realty Investors

Date: 8-10-11

Address: 65 Enterprise  
Aliso Viejo, CA 92656

Job Name: Fleetwood Building

Description of Work: Remove and replace all air conditioners over 15 years old on bldg's 3125 & 3075

BLDG 3075 has a total of 9 AC units to be upgraded break down as follows:

- 5 Condensing units- A1- B1-A2-A4-A5
- 4 Package units- C1-C4-C5-C6
- 3 exhaust fans

BLDG 3125 has a total of 24 AC units to be upgraded break down as follows:

- 9 condensing units- A2-A5-A9-A11-A12-A14-A16-A17-A18
- 15 package units- C1-C2-C4-C7-C9-C10-C12-C13-C14-C15-C16-C17-C18-C19-C20
- 5 exhaust fans

There are a total of 13 make up air and exhaust vents that will be removed and capped from B1 thru B13

IVAC will provide the labor and materials to recover all refrigerant and inspect existing copper lines for leaks, check refrigeration lines with nitrogen and leave in a vacuum overnight, repair where needed. Disconnect and crane down old equipment and discard. Crane up and install new units complete with sheet metal connections and fittings, new sheet metal pad covers where possible, new line driers, copper line set, plenums, electrical and drain line connections, and outdoor rated electrical disconnects, programmable t-stats.

All units to be charged to proper levels. Pressure test all welds, start up and check operations.

**AUTHORIZED TO PROCEED ON PRICE NOT TO EXCEED**

**\$ 182,500.00**

Irvine Valley will use normal care in performing the above service, but shall not be liable for failure to discover conditions necessitating repairs or replacements, nor shall any inspection be construed as an approval or guarantee of equipment. There are no warranties, expressed or implied. Payment is due in (30) days. If collection is made by suit or otherwise, Customer agrees to pay interest AT A RATE OF 1 1/4% PER MONTH WHICH IS AN EFFECTIVE RATE OF 18% PER ANNUM, until paid, plus collection costs, including a reasonable attorney's fee. Irvine Valley Air Conditioning, Inc. is not required to furnish labor without charge for the replacement of defective materials or equipment. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WILL CONTRACTOR BE RESPONSIBLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMERS CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Prepared for Irvine Valley:

Authorized by Purchaser's Representative:

Title:

Date:

*[Signature]*  
8/11/2011

Title:

Date:

CTF5 - Citrus Park LLC  
*[Signature]*  
EVP  
8-11-2011



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

8/10/11  
Date

KB  
Initial

### NOTICE OF EXEMPTION

June 13, 2011

**Project Name:** County of Riverside, Resolution No. 2011-187 Authorization to Purchase Real Property

**Project Number:** FM0414100005

**Project Location:** APNs: 234-270-034; 035; 036, 3075 and 3125 Myers Street, Riverside, CA 92503.  
Latitude: 33° 54' 34.9128" N, Longitude: -117° 26' 32.2944" W (See attached exhibit).

**Description of Project:** The County of Riverside, Economic Development Agency finds that the approval of Resolution No. 2011-187, Authorization to Purchase Real Property, Agreement of Purchase and Joint Escrow Instructions, and subsequent tenant improvements are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) and Section 15301, Class 1 (a) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 (a), and General Rule Exemption Section 15061(b)(3)

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by CEQA Guidelines:

- Section 15301, Class 1 (a) - Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances; and
- Section 15061 (b) (3) - With certainty, there is no possibility that the proposed project may have a significant effect on the environment.

Signed:

*Claudia Steiding*

Date:

6/13/11

Claudia Steiding, Senior Environmental Planner  
County of Riverside, Economic Development Agency

AUG 16 2011

3.41

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

359  
A



**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**

June 28, 2011

**SUBJECT:** Resolution No. 2011-186, Notice of Intention to Purchase Real Property in the City of Riverside, County of Riverside, California

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

1. Adopt Resolution No. 2011-186, Notice of Intention to Purchase Real Property, located at 3075 and 3125 Myers Street, in the City of Riverside, County of Riverside, Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036 from CTF5 Citrus Park, LLC;
2. Authorize the Economic Development Agency to negotiate the purchase of two buildings on 7.91 acres of land described as Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036 at a price not-to-exceed \$6,639,860;

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$6,714,281	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 DIRECTORS AGENDA:** No

**SOURCE OF FUNDS:** 100% M H S A ( State Fund )

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

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

APPROVE

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

County Executive Office Signature

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for August 16, 2011 at 9:00 a.m.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: July 12, 2011  
 xc: EDA, Mental Health, COB(2)

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

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

270

FORM APPROVED COUNTY COUNSEL  
 BY: *Synthia M. Gunzel*  
 DATE: 6-28-11  
 JERRY WENGERD, Director  
 Riverside Co. DMH  
 DEPT. OF CAPITAL CONSTRUCTION

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Economic Development Agency to incur typical due diligence and transaction costs not-to-exceed \$74,421; and,
4. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6063.

**BACKGROUND:**

The County of Riverside, Economic Development Agency is looking to purchase real property on behalf of the Riverside County Department of Mental Health (RCDMH) located at 3075 and 3125 Myers Street, Riverside, Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036, more particularly legally described in Exhibit "A", attached hereto, to better serve the community and the growing need for mental health services.

The current space in which the Riverside County Department of Mental Health (RCDMH) is located in Riverside is not sufficient to accommodate the increasing new client cases and additional staff that were previously added due to the implementation of the Mental Health services Act (MHSA). These new facilities will provide continued client care for children and administrative support services as mandated by MHSA funding.

With the additional space, the RCDMH would be able to better accommodate the increasing demands of the community by facilitating the following programs: Western Children's program, which includes Western Children's Administration, Children's Interagency Treatment Services and Interagency Services for Families (ISF) Wraparound, and Multidimensional Family Therapy, Central Children's Services program, which includes Children's Services Administration, the Assessment & Consultation Team (ACT), Children's Case Management, Mental Health Services Act (MHSA) Multi-dimensional Treatment Foster Care, Youth Hospital Intervention Program (YHIP), Pre-School (0-5) Children's Program, MHSA Parent Support and Training Unit, and the Therapeutic Residential Assessment & Consultation Team.

In addition, training and conference rooms, space to house client and administrative files, interview rooms, storage for training supplies, resource and outreach supplies, and related office supplies/equipment for the programs and sufficient employee and visitor/trainee parking and secured parking for approximately nine to twelve (9-12) county vehicles.

The 3075 Myers Street Building address currently has a month-to-month tenant whereby a thirty day notice will be provided at the close of escrow.

The Department of Mental Health is in receipt of one-time MHSA Capital Improvement Project (CIP) funds to purchase and furnish a new mental health site to continue to provide mental health services to the constituents in Riverside County as required by MHSA funding.

This Resolution has been approved as to legal form by County Counsel.

**FINANCIAL DATA:** (Commences on Page 3)

**FINANCIAL DATA:**

The following summarizes the funding necessary to acquire Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036:

Purchase Price	\$6,639,860
Estimated Escrow and Closing Charges	\$ 11,049
Preliminary Title Report	\$ 400
Environmental	\$ 12,000
Physical Inspection	\$ 7,600
Appraisal	\$ 4,950
Advertising Costs	\$ 6,422
Acquisition Administration	\$ 32,000
Total Estimated Acquisition Cost	\$6,714,281

EDA has already covered the costs for due diligence (appraisal and preliminary title reports) and will be reimbursed by the Department of Mental Health. The remaining costs associated with the acquisition will be paid directly by the Department of Mental Health with MHSA CIP funding. Any necessary budget adjustments will be brought forward under separate cover seeking authorization to purchase the real property. No additional county costs will be incurred as a result of this transaction.

Attachments:  
Attachment "A"  
Resolution No. 2011-186

1 Board of Supervisors

County of Riverside

2  
3 Resolution No. 2011-186  
4 Notice of intention to Purchase Real Property  
5 In the City of Riverside, County of Riverside, California  
6 Assessor's Parcel Numbers: 234-270-034, 234-270-035 and 234-270-036

7 BE IT RESOLVED AND DETERMINED that the Board of Supervisors of the County of  
8 Riverside, in regular session assembled on July 12, 2011, hereby directs the Clerk of the  
9 Board of Supervisors to give notice pursuant to Government Code Section 6063 of the  
10 following:

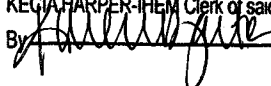
11 NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, at  
12 its public meeting on or after Aug. 16, 2011 at 9:00 a.m. in the meeting room of the Board  
13 of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street,  
14 Riverside, California, intends to authorize and consummate a transaction in which the County  
15 of Riverside will purchase from CTF5 Citrus Park, LLC, certain real property located at 3075  
16 and 3125 Myers Street, City of Riverside, County of Riverside, State of California, also  
17 identified as Assessor's Parcel Numbers 234-270-034, 234-270-035 and 234-270-036,  
18 consisting of two buildings (30,822 and 47,294 square feet) on 7.91 acres of land, at a  
19 purchase price not to exceed Six Million Six Hundred Thirty Nine Thousand, Eight Hundred  
20 Sixty Dollars (\$6,639,860), plus miscellaneous escrow and closing costs in the approximate  
21 amount of (\$74,421).

22 BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development  
23 Agency is to expend an amount not-to-exceed Seventy Four Thousand Four Hundred Twenty-  
24 One Dollars (\$74,421) to complete due diligence on the property, a preliminary title report,  
25 appraisal costs, staff time, a hazardous materials survey and miscellaneous other duties as  
26 deemed necessary.

27 ROLL CALL:

28 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a  
resolution duly adopted by said Board of Super-  
visors on the date therein set forth.

KEGIA HARPER-IHEM Clerk of said Board  
By:  Deputy

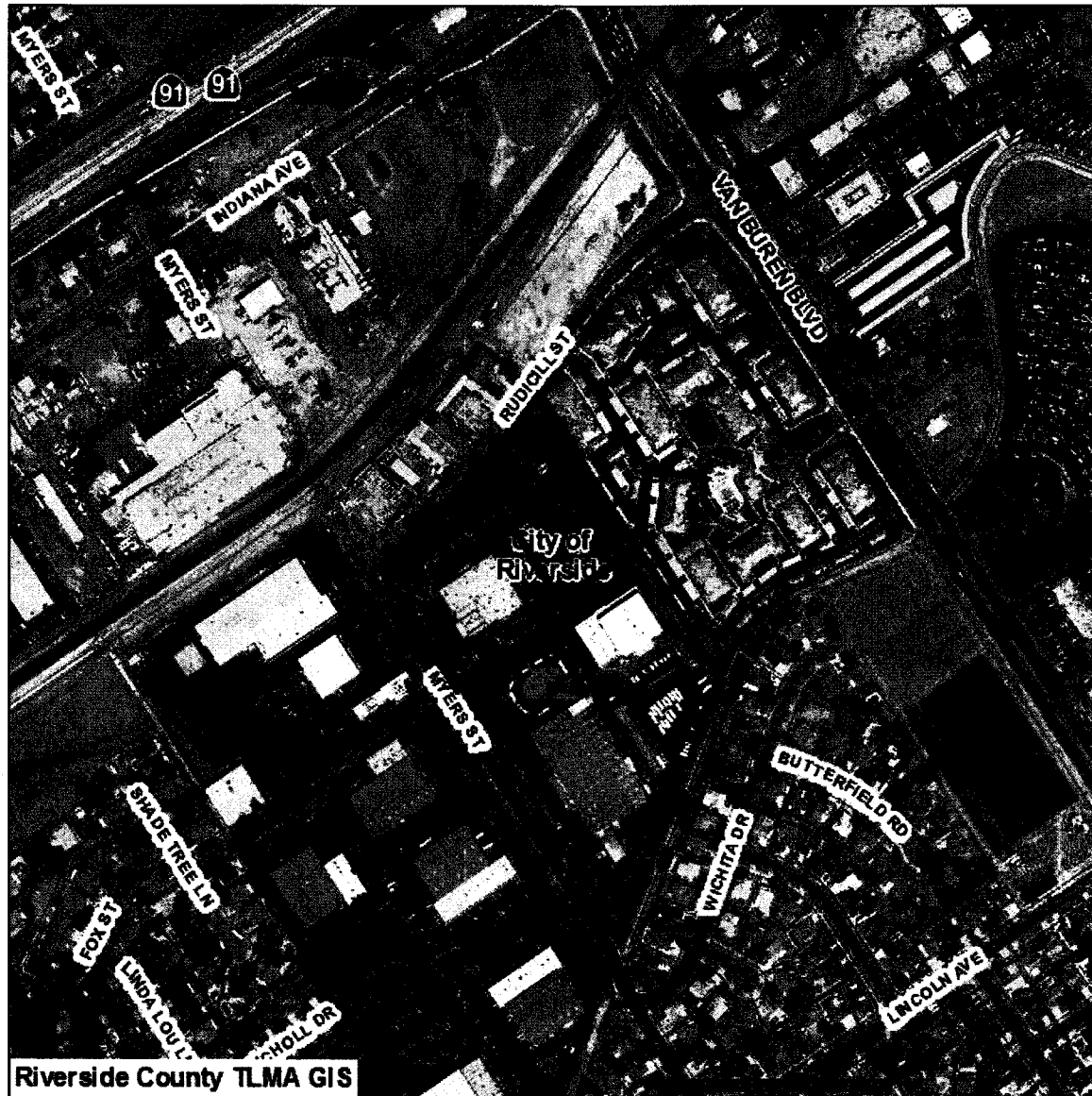
FORM APPROVED COUNTY COUNSEL  
BY:  GUNZEL  
DATE: 6-28-11





**EXHIBIT "A"**

**RIVERSIDE COUNTY GIS**



**Selected parcel(s):**

234-270-034 234-270-035 234-270-036

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Thu Jun 09 16:47:13 2011

Version 110502



THE PRESS-ENTERPRISE [pe.com](http://pe.com)



WEEKLY



HS SAME TIME

e-MEDIA waves

LANDSOCAL

10	11	12	13	14	15	16	17	18	19	20
DATE	REFERENCE NUMBER	DESCRIPTION - OTHER COMMENTS/CHARGES	PRODUCT/ZONE	SIZE	BILLED UNITS	TIMES RUN	RATE	GROSS AMOUNT	NET AMOUNT	
07/26/2011	I00582265-07262011	EN10738240	Press-Enterprise	1 x 147 LI	147	1	1.30	191.10	191.10	
08/02/2011	I00582265-07262011	EN10738240	Press-Enterprise	1 x 147 LI	147	1	1.20	176.40	176.40	
08/09/2011	I00582265-07262011	EN10738240	Press-Enterprise	1 x 147 LI	147	1	1.20	176.40	176.40	

Order Placed by: customer

RECEIVED RIVERSIDE COUNTY  
 CLERK / BOARD OF SUPERVISORS  
 2011 AUG 22 PM 1:54

EDA - Fac.  
 3.30 of 07/12/11

### Legal Advertising Invoice

<b>BALANCE</b>
\$543.90

25 SALES CONTACT INFORMATION		ADVERTISER INFORMATION			
1	2	3	4	5	6
Maria Tinajero 951-368-9225	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME	
	08/09/2011 - 08/09/2011	100141323	100141323	BOARD OF SUPERVISORS	

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

2 ADVERTISER/CLIENT NAME			
BOARD OF SUPERVISORS			
1	2	3	4
BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	
08/09/2011 - 08/09/2011	100141323	100141323	
23	24	25	26
<b>BALANCE</b>	INVOICE NUMBER	TERMS OF PAYMENT	
\$543.90	I00582265-07262011	DUE UPON RECEIPT	



### Legal Advertising Invoice

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS

BOARD OF SUPERVISORS  
 P.O. BOX 1147  
 COUNTY OF RIVERSIDE  
 RIVERSIDE, CA 92502

Enterprise Media  
 POST OFFICE BOX 12009  
 RIVERSIDE, CA 92502-2209

8/16/2011 3.41

# THE PRESS-ENTERPRISE

3450 Fourteenth Street  
Riverside CA 92501-3878  
951-684-1200  
951-368-9018 FAX

**PROOF OF PUBLICATION  
(2010, 2015.5 C.C.P.)**

Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: PH Res. No. 2011-186

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673 and under date of August 25, 1995, Case Number 267864; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

07-26-11  
08-02-11  
08-09-11

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: Aug. 9, 2011  
At: Riverside, California



BOARD OF SUPERVISORS  
P.O. BOX 1147  
COUNTY OF RIVERSIDE  
RIVERSIDE CA 92502

Ad #: 10738240

PO #:

Agency #: \_\_\_\_\_

Ad Copy:

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

### RESOLUTION NO. 2011-186

Notice of Intention to Purchase Real Property In the City of Riverside, County of Riverside, California  
Assessor's Parcel Numbers: 234-270-034, 234-270-035 and 234-270-036

BE IT RESOLVED AND DETERMINED that the Board of Supervisors of the County of Riverside, in regular session assembled on July 12, 2011 hereby directs the Clerk of the Board of Supervisors to give notice pursuant to Government Code Section 6063 of the following:

NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, at its public meeting on or after Aug. 16, 2011 at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, intends to authorize and consummate a transaction in which the County of Riverside will purchase from CTF5 Citrus Park, LLC, certain real property located at 3075 and 3125 Myers Street, City of Riverside, County of Riverside, State of California, also identified as Assessor's Parcel Numbers 234-240-034, 234-270-035, and 234-270-036, consisting of two buildings (30,822 and 47,294 square feet) on 7.91 acres of land, at a purchase price not to exceed Six Million Six Hundred Thirty Nine Thousand, Eight Hundred Sixty Dollars (\$6,639,860), plus miscellaneous escrow and closing costs in the approximate amount of (\$74,421).

BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development Agency is to expend an amount not to exceed Seventy Four Thousand Four Hundred Twenty-One Dollars (\$74,421) to complete due diligence on the property, a preliminary title report, appraisal costs, staff time, a hazardous materials survey and miscellaneous other duties as deemed necessary.

**ROLL CALL:**  
Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on July 12, 2011.

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

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

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.  
Dated: July 21, 2011  
Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant 7/26, 8/2, 8/9



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

July 21, 2011

PRESS ENTERPRISE  
P.O. BOX 792  
RIVERSIDE, CA 92501

PH: (951) 955-8464  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2011-186 NOTICE OF INTENTION TO PURCHASE REAL PROPERTY**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TIMES** on **three Tuesdays: July 26, August 2 and 9, 2011.**

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Mcgil*

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

3.30 of 07-12-11

8/16/2011 3.41

**Gil, Cecilia**

---

**From:** PE Legals <legals@pe.com>  
**Sent:** Thursday, July 21, 2011 8:37 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: RES. NO. 2011-186

Received for publication on 7/26, 8/2 & 8/9

Thank You!

**enterpris@media**

Publisher of the Press-Enterprise

Maria G. Tinajero · Legal Advertising Department

1-800-880-0345 · Fax: 951-368-9018 · email: [legals@pe.com](mailto:legals@pe.com)

Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.  
\*\*Additional days required for larger ad sizes\*\*

**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Thursday, July 21, 2011 8:35 AM  
**To:** PE Legals  
**Subject:** FOR PUBLICATION: RES. NO. 2011-186

More...Notice of Public Meeting, for publication on 3 Tuesdays: July 26, Aug. 2 and 9, 2011. Please confirm. THANK YOU!

*Cecilia Gil*

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

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

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

**RESOLUTION NO. 2011-186**

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**ROLL CALL:**

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on July 12, 2011.

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

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

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

Dated: July 21, 2011

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