

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



939

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
May 23, 2012

SUBJECT: Resolution No. 2012-075, Authorization to Exchange Real Property in the City of Moreno Valley

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2012-075, Authorization to Exchange Real Property in the City of Moreno Valley, Riverside County, California, involving the conveyance by the County of Riverside (County) of its approximately 23 acres of vacant land located in the City of Moreno Valley, Assessor's Parcel Number 486-300-010, to Moreno Valley Properties, LP, (MVP) via grant deed, in exchange for the conveyance by MVP of the easterly portion of its real property with Assessor's Parcel Number 486-280-052 of approximately 23 acres of vacant land located in the City of Moreno Valley, to the County via grant deed;

(Continued)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 5/22/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,800	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: RCRMC Operating Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer Sargent
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 5, 2012
xc: EDA, RCRMC, CIP, Auditor, EO

Kecia Harper-Ihem
Clerk of the Board
By: Cecilia E. Ihem
Deputy

Prev. Agn. Ref.: 3.14 of 5/1/2012

District: 5/5

Agenda Number

ATTACHMENTS FILED

3.31

EDA-0012-F11

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 5/10/12
 SYNTHIA M. GUNZEL
 DATE
 Reviewed by CIP TEAM
 Departmental Concurrence
 Douglas Bagley, Hospital Administration
 By: Douglas Bagley
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION: (Continued)

2. Approve the Real Estate Exchange Agreement and Escrow Instructions by and between Moreno Valley Properties, LP and the County of Riverside, and authorize the Chairman of the Board of Supervisors to execute this Agreement and any other documents necessary to complete the exchange;
3. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed conveying the county-owned property to Moreno Valley Properties, LP;
4. Authorize the Assistant County Executive Officer/EDA to certify acceptance of any documents running in favor of the County as part of this transaction; and
5. Authorize the Assistant County Executive Officer/EDA, or his designee to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND:

Pursuant to Government Code Section 25365, a county may exchange real property or any interest therein, belonging to the county with any person, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. This exchange may be upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code. The value of the private real property exchanged shall be equal to or greater than 75% of the value of the county property offered in the exchange.

The County of Riverside intends to convey the fee simple interest in real property located in the City of Moreno Valley, County of Riverside, Assessor's Parcel Number 486-300-010, in exchange for the fee simple interest in real property for a portion of Assessor's Parcel Number 486-280-052, by grant deeds. The properties have been valued equally by an independent MAI appraiser hired by the county. No other consideration shall be paid by either party.

Pursuant to CEQA Guidelines Section 15061 (b) (3) and Section 15004 (b), the activity is exempt from CEQA and will not have the potential for causing a significant effect on the environment. A Notice of Exemption will be filed and posted with the Riverside County Clerk for the required 30 days after Board approval.

On May 1, 2012, the Board approved Resolution No. 2012-074, Notice of Intention to Exchange Real Property in the City of Moreno Valley.

Staff recommends adoption of Resolution No. 2012-075, Authorization to Exchange Real Property in the City of Moreno Valley. The proposed exchange of county-owned property for the land owned by Moreno Valley Properties, LP would be of greater benefit to the County of Riverside, since the Moreno Valley Properties, LP parcel is contiguous to the existing Riverside County Regional Medical Center (RCRMC) facility. As a result, the larger site will permit the County to continue its expansion of RCRMC westerly instead of across a busy arterial (Cactus Avenue).

Resolution 2012-075 has been approved as to form by County Counsel.

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

Due diligence expenses were already authorized under Minute Order 3.14, approved by the Board of Supervisors on May 1, 2012. Each party shall pay one half of the escrow expense, estimated to be \$3,200. Each party shall purchase its own title insurance, estimated at \$4,200.

Attachments:

Real Estate Exchange Agreement and Escrow Instructions

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 RESOLUTION NO. 2012-075

3 AUTHORIZATION TO EXCHANGE REAL PROPERTY
4 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE

5
6 WHEREAS, the County needs to acquire additional real property for the expansion of the
7 Riverside County Regional Medical Center ("Facility") to provide for future expansion needs;

8 WHEREAS, the County owns that certain vacant 23 acre parcel of real property, with
9 Assessor's Parcel Number 486-300-010, located in the City of Moreno Valley, County of
10 Riverside, State of California, which is not required for county use;

11 WHEREAS, an property owner adjacent to the Facility, Moreno Valley Properties, LP
12 (MVP) owns certain real property consisting of 76 acres of vacant land with Assessor's Parcel
13 Number 486-280-052, where approximately 23 acre easterly portion thereof is to be conveyed to
14 the County, and is desired by the County to accommodate the County's future needs for the
15 Facility;

16 WHEREAS, pursuant to Government Code Section 25365, the County may exchange
17 real property belonging to the County with any person upon the terms and conditions as are
18 agreed upon and without complying with any other provisions of the Government Code, if the
19 property to be conveyed is not required for County use, the property to be acquired is needed
20 for County use and the values of each parcel are approximately equal;

21 WHEREAS the County and Moreno Valley Properties, LP now desire to exchange the fee
22 simple interests in real property described herein; and

23 WHEREAS, the property to be acquired by the County would be of great benefit to the
24 County and the expansion of the Facility due to the location and proximity of this real property to
25 the Facility; now, therefore,

26 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
27 County of Riverside, California, in regular session assembled on June 5, 2012, at 9:00 am, in
28 the meeting room of the Board of Supervisors, located on the 1st floor of the County

FORM APPROVED COUNTY COUNSEL
BY: *Sybil M. Gunzel* 5-10-12
SYBIL M. GUNZEL / DATE

1 Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the exchange of
2 real property interests with Moreno Valley Properties, LP and approves that certain Real Estate
3 Exchange Agreement and Escrow Instructions (Exchange Agreement) by and between the
4 County and Moreno Valley Properties, LP for the following described fee simple interests in real
5 property and pursuant to the terms and conditions of the Exchange Agreement. The County
6 and Moreno Valley Properties, LP will consummate the exchange through escrow and pursuant
7 to a Real Estate Exchange Agreement whereby the County conveys the above described
8 county-owned real property to Moreno Valley Properties, LP and Moreno Valley Properties, LP
9 will convey its real property as described above to the County. This exchange transaction is in
10 conformance with Government Code Section 25365 because the values of each parcel are
11 approximately the same.

12 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
13 Supervisors of the County of Riverside is authorized to execute the Exchange Agreement and
14 any other documents to complete the conveyance of real property and this transaction.

15 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
16 Officer for the Economic Development Agency, or his designee, is authorized to execute any
17 other documents to complete this transaction.

18 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of
19 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

20 ROLL CALL:

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

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

26 KECIA HARPER-IHEM, Clerk of said Board

27 By: _____
28 Deputy

3.31 06/05/12



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

May 3, 2012

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

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

RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2012-074 NOTICE OF INTENTION TO EXCHANGE REAL PROPERTY IN THE CITY OF MORENO VALLEY

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Monday, May 7, 2012.**

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

Gil, Cecilia

From: mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>
Sent: Thursday, May 03, 2012 8:09 AM
To: Gil, Cecilia
Subject: Re: [Legals] FOR PUBLICATION: RES. 2012-074 REAL PROPERTY IN MORENO VALLEY

Received for publication on May 7. Proof with cost to follow.

On Thu, May 3, 2012 at 7:38 AM, Gil, Cecilia <CCGIL@rcbos.org> wrote:

Good Morning! Attached is a Notice of a Public Meeting, for publication on Monday, May 7, 2012. Please confirm.
THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
[951-955-8464](tel:951-955-8464)

THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.

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

RESOLUTION NO. 2012-074

**NOTICE OF INTENTION TO EXCHANGE REAL PROPERTY
IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE**

WHEREAS, the County needs to acquire additional real property for the expansion of the Riverside County Regional Medical Center ("Facility") to provide for future expansion needs; and

WHEREAS, the County owns that certain vacant 23 acre parcel of real property, with Assessor's Parcel Number 486-300-010, located in the City of Moreno Valley, County of Riverside, State of California, which is not required for county use; and

WHEREAS, an property owner adjacent to the Facility, Moreno Valley Properties, LP (MVP) owns certain real property consisting of 76 acres of vacant land with Assessor's Parcel Number 486-280-052, where approximately 23 acre easterly portion thereof is to be conveyed to the County, and is desired by the County to accommodate the County's future needs for the Facility; and

WHEREAS, pursuant to Government Code Section 25365, the County may exchange real property belonging to the County with any person upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property to be conveyed is not required for County use, the property to be acquired is needed for County use and the values of each parcel are approximately equal; and

WHEREAS, the County and Moreno Valley Properties, LP now desire to exchange the fee simple interests in real property described herein; and

WHEREAS, the property to be acquired by the County would be of great benefit to the County and the expansion of the Facility due to the location and proximity of this real property to the Facility; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, in regular session assembled on May 1, 2012, that:

NOTICE IS HEREBY GIVEN that the Board of Supervisors of County of Riverside intends to exchange fee simple interests in real property with Moreno Valley Properties, LP of the following described real property pursuant to an exchange agreement: The County and Moreno Valley Properties, LP will consummate the exchange through escrow and pursuant to a Real Estate Exchange Agreement whereby the County conveys the above described county-owned real property to Moreno Valley Properties, LP and Moreno Valley Properties, LP will convey its real property as described above to the County. This exchange transaction is in conformance with Government Code Section 25365 because the values of each parcel are approximately the same.

The Board of Supervisors intend to meet to conclude the proposed transaction on or after June 5, 2012, at 9:00 am, at the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, and Ashley

Nays: None

Absent: Benoit

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on May 1, 2012.

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: May 3, 2012

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

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

616



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
April 19, 2012

SUBJECT: Resolution No. 2012-074, Notice of Intention to Exchange Real Property in the City of Moreno Valley

RECOMMENDED MOTION: That the Board of Supervisors:

1. adopt Resolution No. 2012-074, Notice of Intention to Exchange Real Property in the City of Moreno Valley, Riverside County, California, involving the conveyance by the County of Riverside (County) of its approximately 23 acres of vacant land located in the City of Moreno Valley, Assessor's Parcel Number 486-300-010, to Moreno Valley Properties, LP, (MVP) via grant deed, in exchange for the conveyance by MVP of the easterly portion of its real property with Assessor's Parcel Number 486-280-052 of approximately 23 acres of vacant land located in the City of Moreno Valley, to the County via grant deed;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Samuel Wong 4/17/12*
SAMUEL WONG

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 35,000	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 DIRECTORS AGENDA: No

SOURCE OF FUNDS: RCRMC Operating Budget

Positions To Be Deleted Per A-30
Requires 4/5 Vote

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 Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended and is set for June 5, 2012 at 9:00 a.m.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: May 1, 2012
xc: EDA, RCRMC, Auditor, COB(2)

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

Prev. Agn. Ref.: N/A

District: 5/5

Agenda

3.14
1.17

FORM APPROVED COUNTY C
 BY: *Paul Angulo*
 SYNTHIA M. GUNZEL
 COUNTY CLERK

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

By: *Douglas Bagley*
 Douglas Bagley, Hospital Administrator
 Department of Administration

2 RESOLUTION NO. 2012-074

3 NOTICE OF INTENTION TO EXCHANGE REAL PROPERTY
4 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE

5
6 WHEREAS, the County needs to acquire additional real property for the expansion of the
7 Riverside County Regional Medical Center ("Facility") to provide for future expansion needs; and

8 WHEREAS, the County owns that certain vacant 23 acre parcel of real property, with
9 Assessor's Parcel Number 486-300-010, located in the City of Moreno Valley, County of
10 Riverside, State of California, which is not required for county use; and

11 WHEREAS, an property owner adjacent to the Facility, Moreno Valley Properties, LP
12 (MVP) owns certain real property consisting of 76 acres of vacant land with Assessor's Parcel
13 Number 486-280-052, where approximately 23 acre easterly portion thereof is to be conveyed to
14 the County, and is desired by the County to accommodate the County's future needs for the
15 Facility; and

16 WHEREAS, pursuant to Government Code Section 25365, the County may exchange
17 real property belonging to the County with any person upon the terms and conditions as are
18 agreed upon and without complying with any other provisions of the Government Code, if the
19 property to be conveyed is not required for County use, the property to be acquired is needed
20 for County use and the values of each parcel are approximately equal; and

21 WHEREAS, the County and Moreno Valley Properties, LP now desire to exchange the
22 fee simple interests in real property described herein; and

23 WHEREAS, the property to be acquired by the County would be of great benefit to the
24 County and the expansion of the Facility due to the location and proximity of this real property to
25 the Facility; now, therefore,

26 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the
27 County of Riverside, California, in regular session assembled on MAY 1, 2012 that:



Date: January 4, 2012
To: Mary Ann Meyer, Office of the County Clerk
From: Rebecca Tsagris, Interim Senior Environmental Planner
Subject: County of Riverside Economic Development Agency Project # FM0414300002

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: Rebecca Tsagris, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact Rebecca Tsagris at 955-8764.

Attachment

cc: file

Signed: _____

Date: _____

Rebecca Tsagris, Interim Senior Environmental Planner
County of Riverside, Economic Development Agency



NOTICE OF EXEMPTION

January 4, 2012

Project Name: County of Riverside and RCRMC Land Exchange

Project Number: FM0414300002

Project Location: APN: 486-300-010, Cactus Avenue and Nason Street, Moreno Valley, CA. Latitude: 33° 54' 30.36"N, Longitude: -117° 11' 35.40"W; and APN: 486-280-045, Cactus Avenue and Lasselle Street, Moreno Valley, CA. Latitude: 33° 54' 44.14"N, Longitude: -117° 12' 17.74"W (See attached exhibit).

Description of Project: The County of Riverside proposes and intends to convey the fee simple interest in real property located in the City of Moreno Valley, County of Riverside, Assessor's Parcel Number 486-300-010, in exchange for the fee simple interest in real property for a portion of Assessor's Parcel Number 486-280-045, by grant deeds. The properties have been valued equally by an independent MAI appraiser hired by the county. The total amount of each land exchange will be 23 acres per each parcel.

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, General Rule Exemption Section 15061 (b) (3); and Guidelines section 15004 (b)

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

- Section 15061- In accordance with CEQA Guidelines Section 15061 (b) (3), the activity does not have the potential for causing a significant effect on the environment. In addition, there is no specific development project connected to this activity and it does not commit the County to any development. Accordingly, the County's approval of this does not create a reasonably foreseeable physical change. Before development occurs on any particular site, all environmental issues will be analyzed in site specific environmental impact reports or other environmental documents. The preparation of such environmental documents at this time would be premature because absent an identified facility and an identified site any analysis of environmental effects would be wholly speculative and meaningless. The conclusions expressed herein are consistent with CEQA Guidelines section 15004 (b) which provides: Choosing the precise time for CEQA compliance includes a balancing of competing interests. EIRs and negative declarations should be prepared as early as feasible in the planning process to enable environmental considerations to influence project program and design and yet late enough to provide meaningful environmental assessment.

Signed: _____

Date: _____

1/4/12

Rebecca Tsagris, Interim Senior Environmental Planner
County of Riverside, Economic Development Agency

P.O. Box 1180 • Riverside, California • 92502 • T 951.955.8714 • F 951.955.4686

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RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: RCRMC Land Exchange

Accounting String: 525020-47220-7200400300-6340-FM0414300002
• Filing fee only (\$64.00)

DATE: January 4, 2012

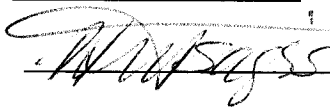
AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Rebecca Tsagris, Interim Senior Environmental Planner Economic Development Agency

Signature: _____



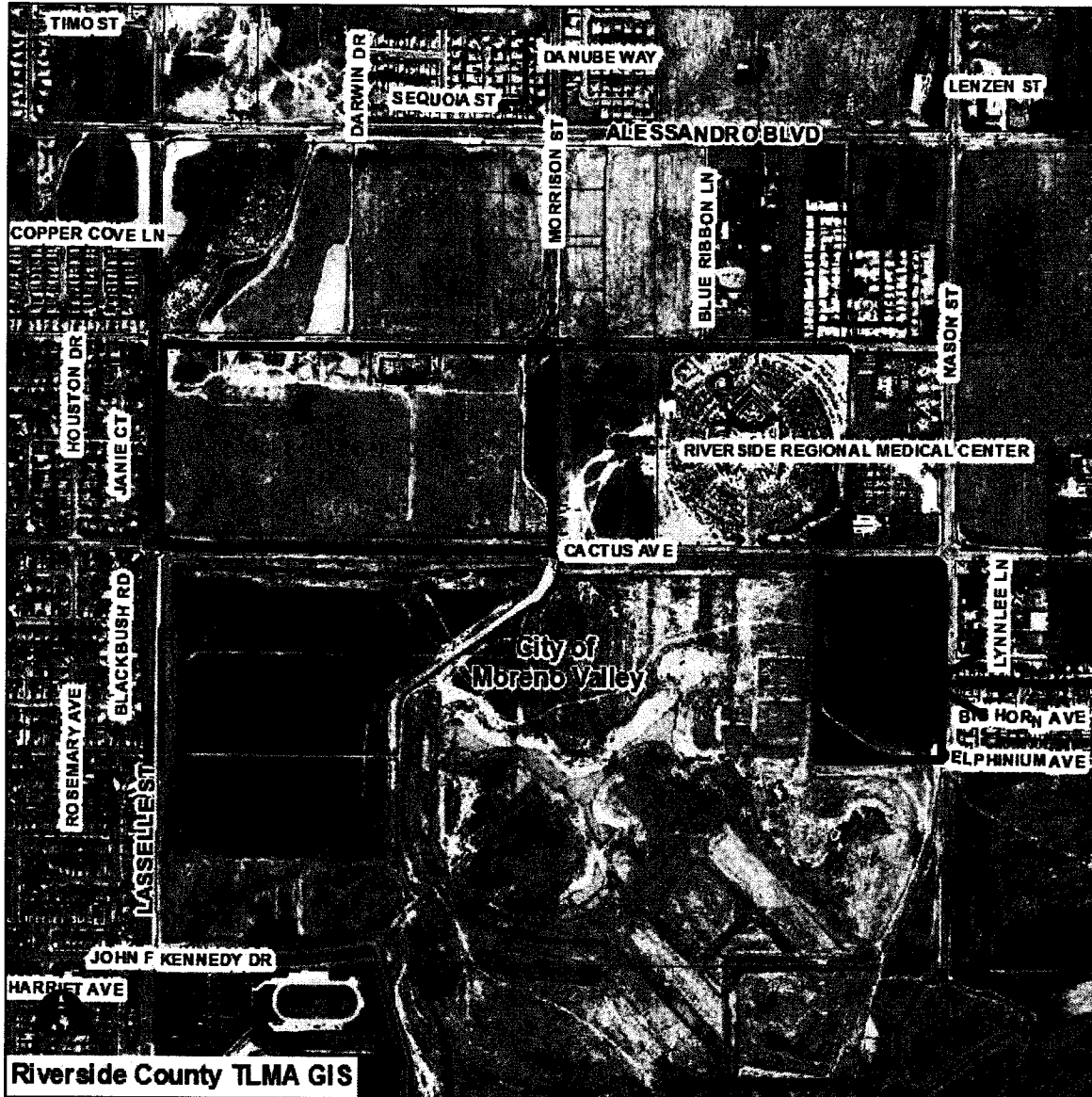
PRESENTED BY: Jim Force, Supervising Real Property Agent Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



APN: 486-300-010

1 **REAL ESTATE EXCHANGE AGREEMENT**
2 **AND ESCROW INSTRUCTIONS**
3

4 This REAL ESTATE EXCHANGE AGREEMENT AND ESCROW INSTRUCTIONS,
5 ("AGREEMENT") is made and entered into as of this 5th day of June, 2012
6 ("Effective Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of
7 California, hereinafter described as "COUNTY", and MORENO VALLEY PROPERTIES, LP, a
8 Delaware limited partnership, hereinafter described as "MVP". COUNTY and MVP are sometimes
9 hereinafter referred to collectively as the "Parties".

10 **RECITALS**

11 A. COUNTY is the owner of certain real property located on the corner of Nason and Cactus
12 Avenue in the City of Moreno Valley, County of Riverside, State of California, with Assessor's parcel
13 number 486-300-010, consisting of approximately 23 acres of unimproved vacant land, which is more
14 particularly described and shown in Exhibits "A" and "B", ("COUNTY PROPERTY"), attached hereto
15 and by this reference incorporated herein.

16 B. MVP is the owner of certain real property located along Cactus Avenue in the City of
17 Moreno Valley, County of Riverside, State of California, with Assessor's parcel number 486-280-052,
18 consisting of approximately 76 acres of unimproved vacant land, a portion thereof to be conveyed by
19 MVP to COUNTY of approximately 23 acres of land which is to be conveyed by MVP is more
20 particularly described and shown in Exhibits "C" and "D", (MVP PROPERTY), attached hereto and by
21 this reference incorporated herein.

22 C. Pursuant to Government Code Section 25365, the COUNTY may exchange real property
23 with any person, firm, or corporation, where the real property to be exchanged is not required for county
24 use and the property to be acquired is required for county use provided the value of any private real
25 property exchanged shall be equal to, or greater than, 75 percent of the value of the county property
26 offered in exchange.

27 D. The COUNTY PROPERTY is no longer needed for county use, the real property to be
28 acquired by the COUNTY is required for county use due to its proximity to the Riverside County

1 Regional Medical Center property and the values of each parcel of land are approximately the same.

2 E. The Parties desire to exchange fee interests in real property whereby the COUNTY desires
3 to convey the fee interest in the COUNTY PROPERTY to MVP and MVP desires to convey the fee
4 interest in the MVP PROPERTY to COUNTY as specifically described herein. For purposes of this
5 Exchange Agreement, the COUNTY PROPERTY and the MVP PROPERTY may be referred to
6 individually as the Exchange Property or collectively as the Exchange Properties.

7 NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein
8 contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby
9 acknowledged, the Parties hereby agreed as follows:

10 **AGREEMENT**

11 **1. EXCHANGE OF PROPERTIES**

12 1.1 Incorporation. The recitals set forth above are true and correct and by this reference
13 incorporated in this AGREEMENT.

14 1.2 Conveyance and Exchange. The Parties agree to convey and exchange their respective
15 Exchange Properties upon the following terms and conditions:

16 1.2.1 COUNTY shall convey to MVP fee title to the COUNTY PROPERTY free and
17 clear of all liens (mechanics' or monetary) and other monetary encumbrances, assessments,
18 mortgages, deeds of trust, leases, (recorded and unrecorded) and taxes. COUNTY shall
19 not, after full execution of this Exchange Agreement, cause or permit any new liens,
20 covenants, conditions, restrictions, or any other matter to encumber title to the COUNTY
21 PROPERTY by record or otherwise except for such matters that have been expressly
22 approved in writing by MVP. MVP agrees to accept COUNTY PROPERTY in an "as-is"
23 condition with all faults and expressly without any other warranties, representation or
24 guarantees, either express or implied of any kind, nature or type whatsoever from or on
25 behalf of COUNTY except those provided herein Section 7.

26 1.2.2 MVP shall convey to COUNTY fee title to the MVP PROPERTY free and clear of
27 all liens (mechanics' or monetary) and other monetary encumbrances, assessments,
28 mortgages, deeds of trust, leases, (recorded and unrecorded) and taxes. MVP shall not,

1 after full execution of this Exchange Agreement, cause or permit any new liens, covenants,
2 conditions, restrictions, or any other matter to encumber title to the MVP PROPERTY by
3 record or otherwise except for such matters that have been expressly approved in writing
4 by COUNTY. COUNTY agrees to accept MVP PROPERTY in an "as-is" condition with
5 all faults and expressly without any other warranties, representation or guarantees, either
6 express or implied of any kind, nature or type whatsoever from or on behalf of MVP except
7 those provided herein Section 7.

8 1.2.3 COUNTY shall not oppose MVP's development plans for the COUNTY
9 PROPERTY and MVP'S surrounding properties. MVP shall not oppose COUNTY's
10 development plans for the MVP PROPERTY. COUNTY shall reasonably cooperate with
11 MVP in granting temporary easements to MVP on the MVP PROPERTY in connection
12 with MVP'S development of the COUNTY PROPERTY and MVP'S surrounding
13 properties; provided, however, such temporary easements shall not materially and
14 adversely affect COUNTY'S use or development of the MVP PROPERTY. MVP shall
15 reasonably cooperate with COUNTY in granting temporary easements to COUNTY on the
16 COUNTY PROPERTY in connection with COUNTY'S development of the MVP
17 PROPERTY; provided, however, such temporary easements shall not materially and
18 adversely affect MVP'S use or development of the COUNTY PROPERTY.

19 **2. CONSIDERATION**

20 2.1 Value of Exchange Properties. The Parties agree that the values of the Exchange Properties
21 are approximately the same value for each respective 23 acres of unimproved vacant land.

22 2.2 Consideration. The value of each of the Exchange Properties described herein shall be full
23 consideration for acquisition of the other.

24 **3. CONDITION OF TITLE**

25 3.1 Updated Title Report. COUNTY and MVP will provide to each other, prior to the Close of
26 Escrow, an updated title report ("TR") on their respective Exchange Properties reflecting the current status
27 of title on each Exchange Property, together with all underlying documents referred to therein.

28 3.2 Title Insurance. At the COUNTY'S option and expense, the title insurer shall issue or

1 commit to issuing a CLTA Owner's Title Insurance Policy for MVP PROPERTY, upon COUNTY'S
2 request in the amount of the value of the MVP PROPERTY ("Title Policy") and subject only to the
3 permitted exceptions ("Permitted Exceptions") approved by the COUNTY. At MVP'S option and
4 expense, the title insurer shall issue or commit to issuing a CLTA Owner's Title Insurance Policy for
5 COUNTY PROPERTY, upon MVP's request in the amount of the value of the COUNTY PROPERTY
6 ("Title Policy") and subject only to the permitted exceptions ("Permitted Exceptions") approved by MVP.

7 3.3 Grant Deed. Prior to Close of Escrow, each party shall execute, acknowledge and deliver to
8 escrow a Grant Deed for the appropriate Exchange Property, in the form attached hereto as Exhibit "E"
9 (COUNTY to MVP) or Exhibit "F" (MVP to COUNTY), as applicable, conveying the Exchange Property
10 to the appropriate party subject only to any other matters approved in writing by the appropriate party.

11 **4. ESCROW**

12 4.1 Opening Escrow. Upon execution of this AGREEMENT by all Parties, COUNTY shall
13 open an Escrow with Orange Coast Title Company, 3536 Concourse Drive #120, Ontario, CA 91764
14 ("ESCROW HOLDER"), for the purposing of consummating the conveyance and transfer of the
15 COUNTY PROPERTY and MVP PROPERTY. Upon opening Escrow, COUNTY shall deposit the
16 executed AGREEMENT with ESCROW HOLDER and both Parties shall deposit the executed Deeds with
17 ESCROW HOLDER within the time specified herein.

18 4.2 Escrow Instructions. This executed AGREEMENT shall constitute as the escrow
19 instructions to ESCROW HOLDER. The Parties agree to execute such additional instructions as may be
20 required by ESCROW HOLDER or otherwise in order to complete this transaction, provided however that
21 such instructions shall not conflict with any provisions of this AGREEMENT. If there is any
22 inconsistency between such additional instructions and this AGREEMENT, this AGREEMENT shall
23 control unless the Parties expressly agree in writing otherwise.

24 4.3 Close of Escrow. This conveyance and exchange of the COUNTY PROPERTY and MVP
25 PROPERTY shall take place no later than the date that is sixty (60) days after this AGREEMENT is
26 delivered to ESCROW HOLDER ("Closing Date," "Close of Escrow," or the "Closing"). The "Closing
27 Date," "Close of Escrow," or the "Closing" shall mean the date ESCROW HOLDER concurrently records
28 the two Grant Deeds concerning the Exchange Properties described herein. The escrow period may be

1 extended in writing by mutual agreement of the Parties. The ESCROW HOLDER shall be notified in
2 writing by MVP and COUNTY if an extension is in effect.

3 4.4 Closing, Recording, and Disbursements. On or before the Closing Date, have been
4 satisfied or waived in writing, ESCROW HOLDER shall take the following actions:

5 4.4.1 Recording. ESCROW HOLDER shall cause the Deeds to be recorded concurrently
6 in Office of the County Recorder of Riverside, California.

7 4.4.2 Disbursement. ESCROW HOLDER shall disburse the funds deposited by the
8 COUNTY to settle all its charges to be paid by or on behalf of COUNTY. ESCROW
9 HOLDER shall disburse the funds deposited by the MVP to settle all its charges to be paid
10 by or on behalf of MVP. ESCROW HOLDER shall prepare a final accounting and closing
11 statement and refund any excess funds deposited by the Parties as provided in such final
12 accounting and closing statement for this transaction.

13 4.4.3 Title Policy. ESCROW HOLDER shall deliver or cause to be delivered the Title
14 Policy to COUNTY from the title company selected by COUNTY to issue the title policy,
15 if COUNTY opted to obtain a title policy. ESCROW HOLDER shall deliver or cause to be
16 delivered to MVP from the title company selected by MVP to issue the title policy, if MVP
17 opted to obtain a title policy.

18 4.4.4 Delivery of Documents to COUNTY. ESCROW HOLDER shall deliver or cause
19 to be delivered to COUNTY conformed copies of the Deed and any other documents (or
20 copies thereof) deposited by MVP with ESCROW HOLDER under this AGREEMENT.

21 4.4.5 Delivery of Documents to MVP. ESCROW HOLDER shall deliver or cause to be
22 delivered to MVP conformed copies of the Deed and any other documents (or copies
23 thereof) deposited by COUNTY with ESCROW HOLDER under this AGREEMENT.

24 4.4.6 IRC Section 6045 Compliance. The Parties hereby designate ESCROW HOLDER
25 as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal
26 Revenue Code.

27 **5. PAYMENT OF FEES.**

28 5.1 Deposit. The Parties shall each deposit an amount sufficient for each Party's share of all

1 costs, expenses, title insurance, if desired, and prorations, if any, under this Agreement with Escrow
2 Holder, in the form of a cashier's check or other immediately available funds.

3 5.2 Payment. COUNTY and MVP shall each pay one half of all escrow and recording fees
4 incurred in this transaction. Each party shall pay its own trust deed clearance fees for those monetary liens
5 and encumbrances on the Exchange Property that it is conveying as part of this Agreement. In the event
6 that a party opts to obtain a title policy on the property it is acquiring, ESCROW HOLDER shall charge
7 that party for the cost of such title policy. For purposes of this transaction, trust deed clearance fees are
8 defined as forwarding fees, trustee's fees, and reconveyance fees.

9 **6. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.** Each Party's obligation to proceed
10 to Closing under this Agreement shall be conditioned on satisfaction or waiver of the following
11 conditions:

12 6.1 Title to the COUNTY PROPERTY is free and clear of all liens, encumbrances,
13 assessments, easements, leases (recorded and unrecorded), except any Permitted Exceptions not required
14 to be cleared from the title to said COUNTY PROPERTY. MVP shall have accepted the condition of the
15 COUNTY PROPERTY pursuant to its investigations under Section 8.1 below.

16 6.2 Title to the MVP PROPERTY is free and clear of all liens, encumbrances, assessments,
17 easements, leases (recorded and unrecorded) and taxes, except any Permitted Exceptions not required to
18 be cleared from the title to said MVP PROPERTY. MVP shall remain liable for payment of any taxes
19 allocable to a period prior to the time title is vested in COUNTY. COUNTY shall have accepted the
20 condition of the MVP PROPERTY pursuant to its investigations under Section 8.1 below.

21 6.3 Prior to the Closing Date, each party shall timely deposit to ESCROW HOLDER all funds
22 and documents required to complete the Closing under the terms of this AGREEMENT.

23 **7. WARRANTIES.** COUNTY and MVP both warrants that:

24 7.1 The Parties will not enter into any agreements or undertake any new obligations prior to
25 Close of Escrow which will in any way burden, encumber or otherwise affects its respective interests in
26 the Exchange Properties without the prior written consent of the Party to acquire such Exchange Property,
27 such consent may be granted or withheld at its sole discretion. COUNTY shall deliver to MVP full and
28 complete copies of any existing agreements related to any construction work or staging areas occurring on

1 the COUNTY PROPERTY, including in connection with any street improvement work being performed
2 by the City of Moreno Valley.

3 7.2 Authority. Each party represents and warrants, as of the date of execution of this Exchange
4 Agreement and as of Close of Escrow (i) that it has full legal right, power and authority to execute and fully
5 perform its obligations under this Exchange Agreement and (ii) that the persons executing this Exchange
6 Agreement and other documents required hereunder are authorized to do so.

7 7.3 Real Estate Commissions. Each party warrants and represents to the other party that no
8 brokers or finders have been employed, have brought about this exchange, or are entitled to a commission
9 or compensation in connection with this transaction and that this exchange was negotiated by and made
10 directly between them. Each party shall indemnify, hold harmless, protect and defend the other party
11 (including its elected officials, officers, agents and employees) from and against any claims, obligations or
12 liabilities whatsoever by a third party asserting the right to be paid for such commission or compensation
13 arising from the acts or omissions of the indemnifying party or in any way related to this Exchange Agreement.

14 7.4 Hazardous Materials. To the knowledge of each party, (1) their respective Exchange Property is
15 not in violation of any Environmental Laws, (2) neither party, nor to either party's knowledge any third party,
16 has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under
17 or about that party's Exchange Property or transported any Hazardous Material over that party's Exchange
18 Property; (3) neither party, nor to either party's knowledge any third party, has installed, used or removed any
19 storage tank on, from or under that party's Exchange Property except in full compliance with all
20 Environmental Laws; (4) to each party's knowledge, there are no storage tanks or wells (whether existing or
21 abandoned) on or under that party's Exchange Property; and (5) to each party's knowledge, there are no
22 Hazardous Materials on or under that party's Exchange Property.

23 **8. ACCESS AND POSSESSION.**

24 8.1 Access to Exchange Properties. Upon approval by the governing boards of each party of this
25 AGREEMENT, each party shall allow the other party, its employees, agents, representatives and contractors
26 reasonable access to the Exchange Properties during normal business hours, upon reasonable notice, for
27 performing all studies, tests and evaluations reasonably desired by either party. Each party shall indemnify,
28 protect, hold harmless and defend the other party from and against any and all liabilities, liens, claims,

1 damages, costs, expenses, suits or judgments (including attorneys' fees and court costs) for personal injury,
2 death or property damage, arising out of the negligence of the entering party or its employees, agents,
3 representatives or contractors.

4 8.2 Possession. Possession and use of each Exchange Property shall be delivered on the Closing
5 Date after recordation of the two Grant Deeds and disbursement of all funds. All risk of loss and damage
6 occurring after the Close of Escrow to the Exchange Properties from whatever source shall be the sole
7 responsibility of the new fee owner.

8 8.3 Violations. In the event that prior to Closing either party becomes aware of any Hazardous
9 Materials or any other matter affecting either Exchange Property which violates any applicable Law, that party
10 shall immediately give the other party notice of such matter.

11 **9. REMOVAL OF PERSONAL PROPERTY.**

12 It is understood and agreed by and between the Parties that the conveyance and transfer of
13 Exchange Properties does not include personal property, unless abandoned under this Section. It shall be
14 the responsibility of both Parties to determine the ownership of any personal property located on the
15 Exchange Properties and arrange for the removal thereof. Both Parties assumes no liability for the
16 enforcement of any agreement between any third Parties pertaining to any matter of personal property
17 disposition. Should both Parties fail to remove any items of personal property upon vacation of their
18 respective Exchange Properties, the right to remove such items shall terminate and such items shall be
19 considered as abandoned and may be disposed as each Party sees fit without any liability.

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1 **10. GENERAL TERMS AND CONDITIONS.**

2 10.1 Notice. As used in this AGREEMENT, notice includes but is not limited to, the
3 communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver
4 and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the
5 person or company intended named below, (ii) when delivered via facsimile with confirmation from the
6 receiving Party via return fax; or (iii) when sent via reputable overnight courier (such as Federal Express),
7 addressed by name and addressed to the Party or persons intended, as follows:

8 If to MVP: Moreno Valley Properties, LP
9 Iddo Benzeevi, President and CEO
10 Highland Fairview
11 14225 Corporate Way
12 Moreno Valley, CA 92553
13 Telephone: 1.951.867.5327

14
15 If to County: County of Riverside
16 Economic Development Agency
17 Real Estate Division
18 3403 10th Street, Suite 500
19 Riverside, CA 92501
20 Attention: James Force
21 Supervising Real Property Agent
22 Telephone: (951) 955-4822
23 Fax: (951) 955-4837
24

25 Until such time as a Party gives notice of the change of address in accordance with the terms of
26 this section.

27 10.2 Time of the Essence. Time is of the essence with respect to this AGREEMENT.

28 10.3 Assignment. Neither this AGREEMENT nor any interest herein shall be assignable by any

1 Party without prior written consent of the other party.

2 10.4 Governing Law/Venue. All questions with respect to this AGREEMENT and the rights
3 and liabilities of the Parties hereto shall be governed by the laws of the State of California and shall be
4 heard in a court of competent jurisdiction in the County of Riverside.

5 10.5 Entire Agreement. This AGREEMENT contains the entire agreement of the Parties hereto
6 with reference to the subject matter hereof, and supersedes all negotiations or previous agreements
7 between the Parties with respect to all or any portion of the subject matter hereof.

8 10.6 Default. If either Party is unable to convey title thereto in accordance with the terms of this
9 Agreement as a result of a default under this Agreement by such Party (and not as a result of termination
10 of this Agreement as a result of a failure of a closing condition unrelated to any default by such Party), the
11 defaulting Party shall reimburse the other Party for any sums theretofore paid by the Party for
12 performance of this Agreement together with the net costs of title examination (not to exceed standard
13 Board of Title Underwriters rates) and the net cost of any survey made in connection therewith incurred
14 by the Party, and thereupon this Agreement shall be terminated. The non-defaulting party shall have the
15 right to seek any other available remedies, either at law or in equity.

16 10.7 Headings. Any headings contained in this AGREEMENT are solely for the purposes of
17 convenience of reference and shall not constitute a part hereof nor shall they be utilized to interpret any
18 term or condition contained in this AGREEMENT and the actions to be performed herein.

19 10.8 Inurement. Subject to the restrictions against assignment as herein contained, this
20 AGREEMENT shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest,
21 personal representatives, estates, heirs and legatees of each of the Parties hereto.

22 10.9 Changes or Modifications. No part of this may be modified, altered, amended, waived, or
23 changed without the express written consent of the Parties hereto.

24 10.10 Further Assurances. Each Party shall execute, deliver and acknowledge all such further
25 instruments of transfer and conveyance or otherwise and to perform all such other acts as any other Party
26 may reasonably request to more effectively carry out the terms and conditions of this AGREEMENT and
27 the transaction contemplated herein.

28 10.11 Additional Documents. All Parties hereto agree to execute any and all additional

1 documents and instruments necessary to carry out the terms of this AGREEMENT.

2 10.12 Successors. This AGREEMENT shall be binding upon and inure to the benefit of the
3 successors and assigns of the respective Parties hereto.

4 10.13 Counterparts. This AGREEMENT may be executed in any number of counterparts, each
5 of which when so executed shall be deemed to be an original, and all of which when taken together shall
6 be deemed a single original.

7 10.14 Severability. If any term, provision, covenant or condition of this Exchange Agreement is held
8 to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
9 remainder of this Exchange Agreement shall not be affected thereby, and each term, provision, covenant or
10 condition of this Exchange Agreement shall be valid and enforceable to the fullest extent permitted by law.

11 10.15 Survival of Covenants and Conditions. All covenants and conditions set forth in this
12 AGREEMENT shall survive Close of Escrow.

13 10.16 Time. Time is of the essence of each provision of this Exchange Agreement, including
14 without limitation all time deadlines for satisfying conditions and Close of Escrow.

15 10.17 Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto
16 and, to the extent provided herein, their respective partners, directors, officers, employees, agents and
17 representatives, and no provision of this Agreement shall be deemed to confer upon other third parties any
18 remedy, claim, liability, reimbursement, cause of action or other right.

19 **11. ATTACHMENTS.**

20 This AGREEMENT includes the following, which are attached hereto and made a part hereof:

21 Exhibit "A" – Legal Description for Assessor's Parcel Number 486-300-010

22 Exhibit "B" – Plat Map for Assessor's Parcel Number 486-300-010

23 Exhibit "C" – Legal Description for Assessor's Parcel Number 486-280-052

24 Exhibit "D" – Plat Map for Assessor's Parcel Number 486-280-052


25 Exhibit "E" – Form of Grant Deed in favor of MVP

26 Exhibit "F" – Form of Grant Deed in favor of COUNTY


27 *[signatures on following page]*

1 IN WITNESS WHEREOF, the Parties hereto have executed this REAL ESTATE EXCHANGE
2 AGREEMENT as of the day and year first above written.

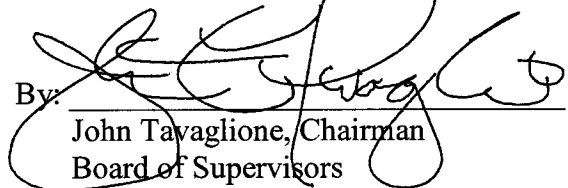
3
4 MORENO VALLEY PROPERTIES, LP,
5 a Delaware Limited Partnership

6 By: 
7 Iddo Benzeevi
8 President and Chief Executive Officer

9
10 **ATTEST:**
11 Kecia Harper-Ihem
12 Clerk of the Board

13 By: 
14 Deputy

15 COUNTY OF RIVERSIDE, a political
16 subdivision of the State of California

17 By: 
18 John Tavaglione, Chairman
19 Board of Supervisors

20 **APPROVED AS TO FORM:**
21 Pamela J. Walls, County Counsel

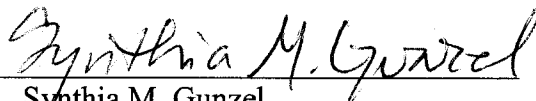
22
23 By: 
24 Cynthia M. Gunzel
25 Deputy County Counsel

EXHIBIT "A"

THE LAND REFERRED TO BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 138, AS SHOWN BY MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 138;
THENCE SOUTH THE EAST LINE OF SAID BLOCK 138, 1324 FEET, MORE OR LESS, TO THE CENTER LINE OF DELPHINUM STREET (VACATED);
THENCE WEST ALONG THE CENTER LINE OF DELPHINUM STREET (VACATED) 822.5 FEET;
THENCE NORTH 1324 FEET, MORE OR LESS, PARALLEL WITH THE WEST LINE OF SAID BLOCK 138, TO A POINT ON THE NORTH LINE OF SAID BLOCK 138;
THENCE EAST 822.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ALL OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES, AND ACCOMPANYING FLUIDS INCLUDING, BUT NOT BY WAY OF LIMITATION, ALL GEOTHERMAL RESOURCES IN, UNDER OR PRODUCED AND SAVED FROM THE REAL PROPERTY GRANTED HEREIN, TOGETHER WITH ANY OF THE FOREGOING THAT MAY BE ALLOCATED THERETO PURUANT TO ANY POOLING OR UNITIZATION AGREEMENT OR RATEABLE TAKINGS PROGRAM TO WHICH GRANTOR MAY SUBSCRIBE AND TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE AND REMOVE SUCH OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES AND GEOTHERMAL RESOURCES FROM SAID REAL PROPERTY BELOW THE DEPTH OF FIVE HUNDRED (500') FROM THE SURFACE OF SAID REAL PROPERTY, INCULDING THE RIGHT TO SLANT DRILL FROM ADJACENT PROPERTY, THE RIGHT TO UTILIZE SUBSURFACE STORAGE FOR NATURAL SUBSTANCES AND THE RIGHT TO MAINTAIN SUBSURFACE PRESSURES, AS RESERVED BY THE REGENTS OF THE UNIVERITY OF CALIFORNIA, A CALIFORNIA CORPORATION BY DEED RECORDED AUGUST 11, 1992 AS INSTRUMENT NO. 92-324868 OFFICIAL RECORDS.

EXHIBIT "A"

PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR. S 16 T.3S, R.3W
CITY OF MORENO VALLEY

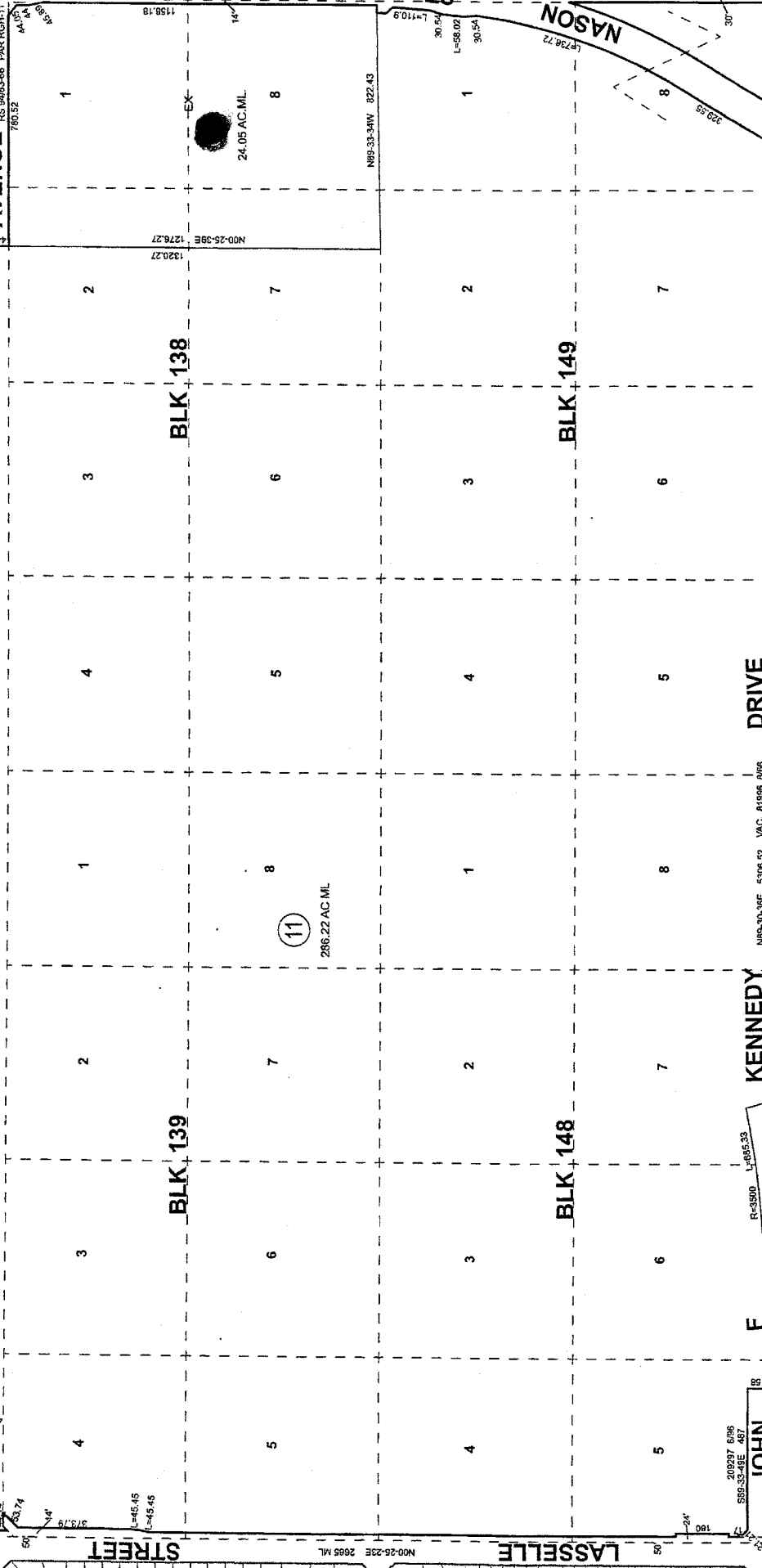
TRA 021-004

CACTUS

N89-33-57W 5185.45 VAC. 81996 8668

AVENUE

RS 84653-66 PAR RGH-11
760.32



KENNEDY DRIVE

KENNEDY

F

JOHN

209287 6/86
S89-33-48E 487

R-3500 L-695.33

N89-30-36E 5306.52 VAC. 81996 8466

DRIVE

STREET

LASSELLE

NASON ST.



2 BK483 PG.30
Calif.

J Morgan

Data
RS 48/61
RS 98/40-42

BK 484 Pg 29	Pg 28	Pg 29
BK 484 Pg 31	[REDACTED]	Pg 31
BK 484 Pg 48		Pg 48
BK 484 Pg 32	Pg 32	Pg 31

MB 11 / 10 ISB BEAR VALLEY & ALESSANDRO DEVELOPMENT CC

January 2009

Date	Sheet
11/1/1992	1
7/1/1993	2
7/1/1993	3
3/1/1995	4
3/1/1995	7
6/1/1986	8
5/1/2000	9
2/1/2005	9
1/8/2009	9

EXHIBIT "A"

LEGAL DESCRIPTION MORENO VALLEY PROPERTIES TO COUNTY TRADE PARCEL

That certain parcel of land situated in the City of Moreno Valley, County of Riverside, State of California, being that portion of Lot 1 of Tract No. 34950-1 as shown on the map filed in Book 433, Pages 93 through 96, inclusive, of Maps in the Office of the County Recorder of said Riverside County, California, lying within Section 16, Township 3 South, Range 3 West, San Bernardino Meridian, described as follows:

BEGINNING at the southeasterly corner of said Tract No. 34950-1;

Thence along the southerly line of said Tract No. 34950-1, being also the centerline of Cactus Avenue as described in the Declaration of Dedication to the City of Moreno Valley recorded September 28, 2000 as Document No. 2000-382573 of Official Records in the Office of said County Recorder, North $89^{\circ}34'00''$ West 796.90 feet;

Thence parallel with the easterly line of said Tract No. 34950-1 North $00^{\circ}25'16''$ East 1320.19 feet to the northerly line of said Tract No. 34950-1, being also the centerline of Brodiaea Avenue;

Thence along said northerly line of Tract No. 34950-1 and said centerline of Brodiaea Avenue South $89^{\circ}33'38''$ East 796.90 feet to the easterly line of said Tract No. 34950-1;


Thence along said easterly line South $00^{\circ}25'16''$ West 1320.10 feet to the **POINT OF BEGINNING**.

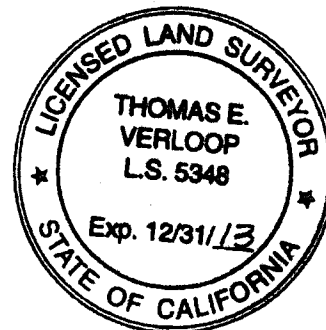
CONTAINING: 24.151 acres more or less.

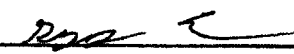
SUBJECT to all covenants, rights, rights-of-way and easements of record.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

 03/12/2012
Thomas E. Verloop, PLS 5348 Date



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: <u>3-28-12</u>

200 100 0 200

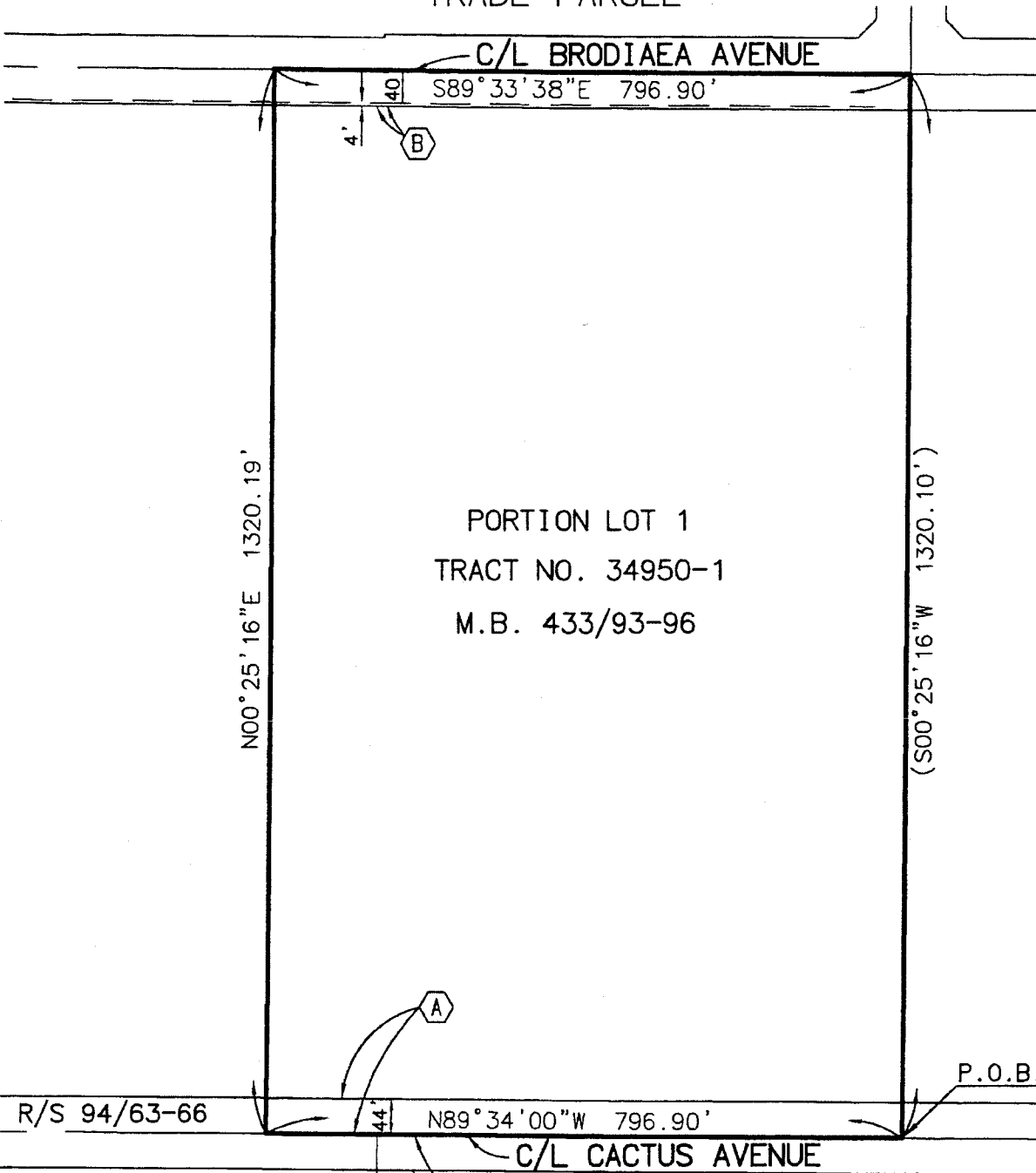


SCALE: 1"=200'

EXHIBIT "B"

PLAT

TRADE PARCEL



PORTION LOT 1
 TRACT NO. 34950-1
 M.B. 433/93-96



R/S 94/63-66

P.O.B.

LOT 2 B.V.A.D.
 LOT LINE
 MAP NO. 1
 ALESSANDRO
 M.B. 11/10,

LOT 1
 BLOCK 139
 BEAR VALLEY AND
 DEVELOPEMENT CO.
 S.B. CO.

NOTE: SEE SHEET 2 FOR
 LEGEND, EASEMENT NOTES
 AND VICINITY MAP

MORENO VALLEY PROPERTIES TO
 COUNTY OF RIVERSIDE

SHEET 1 OF 2 SHEETS
 SEC. 16, T.3S., R.3W. S.B.M.



MARCH 12, 2012

SCALE
1"=200'

JOB NO.
10-108377-M1

EXHIBIT "D"

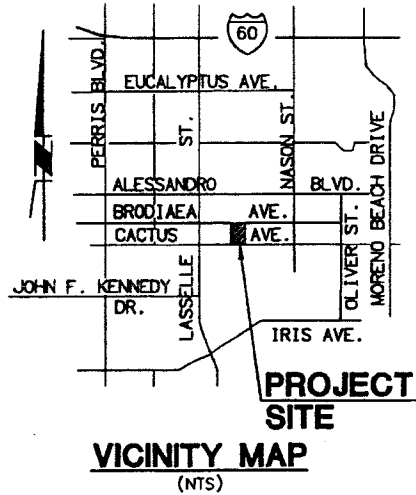
EXHIBIT "B"

PLAT TRADE PARCEL

LEGEND

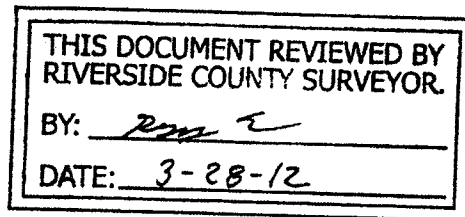
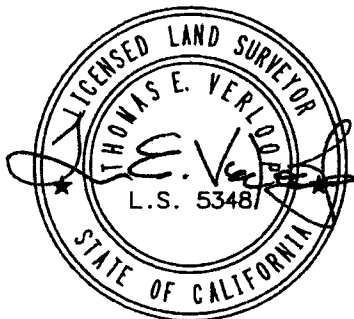
POINT OF BEGINNING P.O.B. _____
RIGHT OF WAY PER BVAD _____
EXISTING RIGHT OF WAY _____
CENTERLINE _____
EXISTING BVAD LOT LINE _____

() INDICATES RECORD DATA PER
TRACT NO. 34950-1,
M.B. 433/93-96



EASEMENT NOTES:

- (A) EASEMENT FOR PUBLIC UTILITY AND INGRESS AND EGRESS PURPOSES IN FAVOR OF THE CITY OF MORENO VALLEY PER INST. NO. 2000-382573 O.R. (9/28/2000)
- (B) EASEMENT FOR PUBLIC STREET PURPOSES IN FAVOR OF THE COUNTY OF RIVERSIDE PER INST. NO. 81995 O.R. (8/11/1966)
- (C) EASEMENT FOR PUBLIC UTILITY AND INGRESS AND EGRESS PURPOSES IN FAVOR OF THE CITY OF MORENO VALLEY PER INST. NO. 2000-382574 O.R. (9/28/2000)



MORENO VALLEY PROPERTIES TO
COUNTY OF RIVERSIDE

SHEET 2 OF 2 SHEETS

SEC. 16, T.3S., R.3W. S.B.M.



MARCH 12, 2012

SCALE
N/A

JOB NO.
10-108377-M1

EXHIBIT "D"

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the County of Riverside
3403 10th Street, Suite 500
Riverside, California 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)

SS:ra/103111/027EO/14.424

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

PROJECT: RCRMC EXCHANGE
APN: 486-280-052 (Portion)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MORENO VALLEY PROPERTIES, LP, a Delaware limited partnership

Grants to 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

EXHIBIT "E"
DO NOT SIGN

PROJECT: RCRMC EXCHANGE
APN: 486-280-052 (Portion)

Dated: _____

GRANTOR:

MORENO VALLEY PROPERTIES, LP, a
Delaware limited partnership

Iddo Benzeevi
President and Chief Executive Officer

STATE OF CALIFORNIA)
)ss
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 the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the County of Riverside
3403 10th Street, Suite 500
Riverside, California 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)

SS:ra/103111/027EO/14.424

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

PROJECT: RCRMC EXCHANGE
APN: 486-300-010

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

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

Grants to MORENO VALLEY PROPERTIES, LP, a Delaware limited partnership, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made part hereof

EXHIBIT "F"
DO NOT SIGN

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 [INSERT NAME OF GRANTOR] 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

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
On behalf of the County of Riverside
3403 10th Street, Suite 500
Riverside, California 92501

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property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made part hereof

PROJECT: RCRMC EXCHANGE
APN: 486-300-010

Dated: 6-5-12

GRANTOR:

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

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

[Signature]
John Tavaglione, Chairman

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public
in and for said County and State, personally appeared John Tavaglione, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

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

WITNESS my hand and official seal:

Signature _____

[SEAL]

EXHIBIT "A"

THE LAND REFERRED TO BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 138, AS SHOWN BY MAP NO. 1, BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS PER MAP RECORDED IN BOOK 11, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 138;
THENCE SOUTH THE EAST LINE OF SAID BLOCK 138, 1324 FEET, MORE OR LESS, TO THE CENTER LINE OF DELPHINUM STREET (VACATED);
THENCE WEST ALONG THE CENTER LINE OF DELPHINUM STREET (VACATED) 822.5 FEET;
THENCE NORTH 1324 FEET, MORE OR LESS, PARALLEL WITH THE WEST LINE OF SAID BLOCK 138, TO A POINT ON THE NORTH LINE OF SAID BLOCK 138;
THENCE EAST 822.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ALL OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES, AND ACCOMPANYING FLUIDS INCLUDING, BUT NOT BY WAY OF LIMITATION, ALL GEOTHERMAL RESOURCES IN, UNDER OR PRODUCED AND SAVED FROM THE REAL PROPERTY GRANTED HEREIN, TOGETHER WITH ANY OF THE FOREGOING THAT MAY BE ALLOCATED THERETO PURUANT TO ANY POOLING OR UNITIZATION AGREEMENT OR RATEABLE TAKINGS PROGRAM TO WHICH GRANTOR MAY SUBSCRIBE AND TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE AND REMOVE SUCH OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES AND GEOTHERMAL RESOURCES FROM SAID REAL PROPERTY BELOW THE DEPTH OF FIVE HUNDRED (500') FROM THE SURFACE OF SAID REAL PROPERTY, INCULDING THE RIGHT TO SLANT DRILL FROM ADJACENT PROPERTY, THE RIGHT TO UTILIZE SUBSURFACE STORAGE FOR NATURAL SUBSTANCES AND THE RIGHT TO MAINTAIN SUBSURFACE PRESSURES, AS RESERVED BY THE REGENTS OF THE UNIVERITY OF CALIFORNIA, A CALIFORNIA CORPORATION BY DEED RECORDED AUGUST 11, 1992 AS INSTRUMENT NO. 92-324868 OFFICIAL RECORDS.