

**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

390



FROM: Housing Authority

SUBMITTAL DATE:
August 10, 2016

SUBJECT: Resolution No. 2016-004, Authorization to Sell the Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, California, Assessor's Parcel Numbers 177-020-012, 177-020-018, 177-110-005 by Grant Deed; District 2, [\$17,500] Sale Proceeds 100%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Commissioners:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 Surplus Government Property Sales and Section 15061(b)(3) General Rule or "Common Sense" Exemption;
2. Conduct a Public Hearing pursuant to Health and Safety Code Section 34312.3;
3. Adopt Resolution No. 2016-004, Authorization to Sell Fee Interest in Real Property located in the City of Jurupa Valley, County of Riverside, CA, with Assessor's Parcel Numbers 177-020-012, 177-020-018, and 177-110-005, by Grant Deed to Richland Real Estate Fund, LLC, a Florida limited liability company;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 17,500	\$ 0	\$ 17,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Sale Proceeds				Budget Adjustment: No	
				For Fiscal Year: 2016/2017	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays: None

Absent: None

Date: August 23, 2016

xc: Housing Authority, Recorder

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:
10-1 of 1/12/16

District: 2

Agenda Number:

FORM APPROVED COUNTY COUNSEL
BY: *Marsha L. Victor* 8/10/16 DATE
MARSHA L. VICTOR

Departmental Concurrence

- A-30
- 4/5
- Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Resolution No. 2016-004, Authorization to Sell the Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, California, Assessor's Parcel Numbers 177-020-012, 177-020-018, 177-110-005 by Grant Deed; District 2, [\$17,500] Sale Proceeds 100%; CEQA Exempt

DATE: August 10, 2016

PAGE: 2 of 4

RECOMMENDED MOTION (Continued)

4. Approve the attached Agreement of Purchase and Sale and Joint Escrow Instructions including all attachments, including, but not limited to the Grant Deed and Right of Entry Agreement, (Purchase and Sale Agreement) in the amount of \$405,000, between the Housing Authority of the County of Riverside (Housing Authority) and Richland Real Estate Fund, LLC;
5. Authorize the Chairman of the Board of Commissioners to execute the attached Purchase and Sale Agreement on behalf of the Housing Authority;
6. Authorize the Executive Director of the Housing Authority, or designee, to execute any other documents and administer all actions necessary to implement, complete and memorialize the transactions contemplated in the Purchase and Sale Agreement, including, but not limited to executing the Right of Entry Agreement and Grant Deed attached to the Purchase and Sale Agreement, and any escrow instructions, subject to approval by County Counsel;
7. Authorize a reimbursement to the Housing Authority in an amount not to exceed \$17,500, which includes \$7,000 in due diligence expenses, \$2,500 in escrow closing costs, and \$8,000 in staff time, from the land disposition proceeds; and
8. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (Housing Authority) currently owns 6.76 acres of vacant unimproved real property located on the eastern end of 30th Street in the City of Jurupa Valley, identified as Assessor's Parcel Numbers 177-020-012, 177-020-018, 177-110-005 (collectively, the Property), as depicted on the attached Site Map. The Housing Authority considered developing the Property. After due consideration, it was determined to be too costly for development as single family homes and too small for multi-family housing. Housing Authority staff recommends the sale of the Property as it is no longer needed for Housing Authority use or purposes.

On November 24, 2014 the County of Riverside (County) and the Housing Authority entered into a Loan Agreement for the Use of County of Riverside General Funds (Loan Agreement). Under the Loan Agreement the County provided a loan to the Housing Authority in the amount of \$1,600,000 (County Loan) derived from its general fund. The Loan is evidenced by a Promissory Note and Secured by a Deed of Trust. The maturity date of the County Loan is November 23, 2016. The purpose of the loan was to pay off the outstanding principal and interest on predevelopment loans for entitlements, land carrying costs, design, architecture and engineering costs attributable to the Tres Lagos Senior Apartments (an 81 unit affordable rental housing project) to be developed in the City of Wildomar, and to pay transaction fees to consummate the transfer of the vacant property from Wildomar Tres Lagos Limited Partnership to the Housing Authority. The County Loan allowed the Housing Authority to acquire the Tres Lagos Senior Apartments project securing the sites future use as low income affordable housing.

(Continued)

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Resolution No. 2016-004, Authorization to Sell the Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, California, Assessor's Parcel Numbers 177-020-012, 177-020-018, 177-110-005 by Grant Deed; District 2, [\$17,500] Sale Proceeds 100%; CEQA Exempt

DATE: August 10, 2016

PAGE: 3 of 4

BACKGROUND:

Summary (Continued)

Pursuant to the Loan Agreement, the Housing Authority pledged its sales proceeds from the sale of certain surplus Housing Authority real property assets to repay the County Loan, including the sale of the Property.

The fair market value of the Property proposed to be sold is approximately \$405,000 based on an independent appraisal prepared for the Housing Authority by Len Perdue and Associates Inc.. The Housing Authority offered the Property for sale and received several offers. The Housing Authority initially received an offer of \$400,000 from Michael Fein that was subsequently rescinded by Mr. Fein. A new, higher offer, has been submitted by Richland Real Estate Fund, LLC, in the amount of \$405,000, the fair market value. Housing Authority staff recommends accepting this offer. The terms of the purchase and sale of the Property are set forth in the attached proposed Agreement of Purchase and Sale and Joint Escrow Instructions, including attachments, to be entered into between the Housing Authority and Richland Real Estate Fund, LLC (Purchase Agreement).

The proposed transaction is just the sale of vacant unimproved real property. There are no planned improvements to the Property contemplated. The net proceeds of the sale will be used to repay the County Loan from the General Fund which loan proceeds were used to directly assist an affordable housing project, consistent with Health and Safety Code section 34312.3.

Pursuant to the California Environmental Quality Act (CEQA), the sale of the Property was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15312 – Surplus Government Property Sales and Section 15061 (b)(3), common sense, general rule exemption. The proposed project is the sale of vacant real property within the City of Jurupa Valley that is not located within an area of significance and is exempt surplus property under CEQA Guidelines Section 15312. The project as proposed is limited to the sale and transfer of title of land, therefore the project is exempt as it meets the scope and intent of the exemption identified in CEQA Guidelines Section 15312. In addition, the project is exempt from CEQA under CEQA Guidelines Section 15061 (b)(3) since no development is contemplated at this time and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment because the conveyance is merely a transfer in title to the real property, the transfer will not prompt or require any construction activities and would not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

Resolution No. 2016-004, the Purchase Agreement, including all exhibits, including, but not limited to the Grant Deed and Right of Entry Agreement, have been approved as to form by County Counsel. Housing Authority staff recommends approval of Resolution No. 2016-004, the Purchase Agreement, including all exhibits, the Right of Entry Agreement and the Grant Deed.

Impact on Citizens and Businesses

The sale is expected to generate approximately \$405,000 less Housing Authority staff costs and expenses. The sale proceeds and revenue will enable the Housing Authority to repay a County Loan which was used to benefit an affordable housing project within the County of Riverside.

(Continued)

SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Housing Authority

FORM 11: Resolution No. 2016-004, Authorization to Sell the Fee Interest in Real Property Located in the City of Jurupa Valley, County of Riverside, California, Assessor's Parcel Numbers 177-020-012, 177-020-018, 177-110-005 by Grant Deed; District 2, [\$17,500] Sale Proceeds 100%; CEQA Exempt

DATE: August 10, 2016

PAGE: 4 of 4

SUPPLEMENTAL:

Additional Fiscal Information

No impact upon the County's General Fund. Typical transaction costs paid by the Housing Authority in the approximate amount of \$17,500 will be fully funded with 100% sale proceeds. No budget adjustment is necessary.

Purchase Price	\$405,000
Due Diligence Expenses	\$7,000
Staff Labor Costs	\$8,000
Escrow Closing Costs (est.)	\$2, 500
Total Estimated Net Proceeds	\$387,500

Attachments:

Site Map

Resolution No. 2016-004

Agreement of Purchase and Sale and Joint Escrow Instructions (including exhibits) (3)

Right of Entry Agreement (3)

Grant Deed

CEQA Notice of Exemption

Notice of Public Hearing

RESOLUTION NO. 2016-004

AUTHORIZATION TO SELL FEE SIMPLE INTEREST IN REAL PROPERTY LOCATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 177-020-012, 177-020-018, AND 177-110-005, BY GRANT DEED TO RICHLAND REAL ESTATE FUND, LLC; FINDING THAT SAID SALE IS CATEGORICALLY EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND APPROVING AND AUTHORIZING THE AGREEMENTN OF PURCAHSE AND SALE AND JOINT ESCROW INSTRUCTIONS

WHEREAS, the Housing Authority of the County of Riverside ("Housing Authority") is a public entity, corporate and politic, organized and existing under the Housing Authorities law (commencing at Section 34200 of the California Health and Safety Code), and authorized to transact business and exercise the powers of a housing authority;

WHEREAS, Health and Safety Code Section 34312.3 allows housing authorities to sell housing projects, after a public hearing, so long as the proceeds of any sale, net the cost of sale, are used directly to assist a housing for persons of low income, and the funds in any trust fund established pursuant to Health and Safety Code Section 34312.3(f) are used directly to assist housing units for persons of very low income;

WHEREAS, the Housing Authority owns vacant land consisting of 6.76 acres, located at the Eastern End of 30th Street, in the City of Jurupa Valley, identified as Assessor's Parcel Numbers 177-020-012, 177-020-018, and 177-110-005, described in the legal description attached hereto as Exhibit A and incorporated herein by this reference ("Property"). The Property is a housing project pursuant to Health and Safety Code Section 34312.3. The fair market value of the Property as determined by an independent appraiser, Len Perdue and Associates Inc., is approximately \$405,000;

WHEREAS, the Housing Authority is unable to develop the Property as affordable housing and desires to sell the Property to Richland Real Estate Fund, LLC, a Florida limited liability company, for the purchase price of Four Hundred and Five

1 Thousand Dollars (\$405,000);

2 **WHEREAS**, Richland Real Estate Fund, LLC proposes to acquire the Property
3 from the Housing Authority pursuant to the terms and provisions of the proposed
4 Agreement of Purchase and Sale and Joint Escrow Instructions ("Purchase
5 Agreement") attached hereto as Exhibit "B" and incorporated herein by this reference;

6 **WHEREAS**, the net sale proceeds will be used for affordable housing purposes
7 pursuant to Health and Safety Code Section 34312.3;

8 **WHEREAS**, the Housing Authority has reviewed and determined that the sale of
9 the Property is categorically exempt from the California Environmental Quality Act
10 ("CEQA") pursuant to CEQA Guidelines Section 15061(b) (3) as the proposed project
11 is the conveyance of real property involving merely the transfer of title to the real
12 property, the transfer will not prompt or require any construction activities and would
13 not lead to any direct or reasonably foreseeable indirect physical environmental
14 impacts. The sale of the Property is also exempt from CEQA under CEQA Guidelines
15 Section 15312 since the proposed project is the sale of surplus vacant real property
16 within the City of Jurupa Valley that is not located within an area of significance and the
17 sale meets the scope and intent of the exemption identified in CEQA Guidelines
18 Section 15312 ;

19 **WHEREAS**, after publication of notice as required by law, a public hearing has
20 been duly held by the Board of Commissioners of the Housing Authority on the
21 proposed sale of the Property by the Housing Authority to Richland Real Estate Fund,
22 LLC pursuant to the Purchase Agreement; and

23 **WHEREAS**, the Board of Commissioners of the Housing Authority has duly
24 considered all terms of the Purchase Agreement, the agenda report presented to it by
25 staff and any testimony received at the public hearing, and believes that the sale of the
26 Property is in the best interest of the Housing Authority and the County of Riverside,
27 and the health, safety, morals and welfare of its residents, and in accord with the public
28 purposes and provisions of applicable State and local law and requirements.

1 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND**
2 **ORDERED** by the Board of Commissioners of the Housing Authority of the County of
3 Riverside ("Board"), in regular session assembled on August 23, 2016, in the meeting
4 room of the Board of Commissioners located on the 1st floor of the County
5 Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 6 1. That the Board has received and heard all oral and written objections (if any)
7 to the proposed Purchase Agreement, to the proposed sale of the Property
8 pursuant to the proposed Purchase Agreement, and to the other matters
9 pertaining to this transaction, and that all such oral and written objections (if
10 any) are hereby overruled.
- 11 2. The foregoing recitals are true and correct and incorporated into this
12 Resolution.
- 13 3. The Board, based upon a review of the evidence and information presented
14 on the matter, as it relates to the sale, has determined that the proposed sale
15 is categorically exempt from CEQA pursuant to State CEQA Guidelines
16 Section 15061(b)(3) because it can be seen with certainty that there is no
17 possibility that the activity in question will have a significant effect on the
18 environment because the conveyance is merely a transfer in title to the real
19 property, the transfer will not prompt or require any construction activities
20 and would not lead to any direct or reasonably foreseeable indirect physical
21 environmental impacts. The Board also determines that the sale of the
22 Property is also exempt from CEQA under CEQA Guidelines Section 15312
23 since the proposed project is the sale of surplus vacant real property within
24 the City of Jurupa Valley that is not located within an area of significance and
25 the sale meets the scope and intent of the exemption identified in CEQA
26 Guidelines Section 15312.
- 27 4. The Board approves and authorizes the sale by Grant Deed (the form of
28 which is attached hereto as Exhibit "C" and incorporated herein by this

1 reference) to Richland Real Estate Fund, LLC the following described real
2 property: that certain real property located at the Eastern End of 30th Street
3 in the City of Jurupa Valley, County of Riverside, California, consisting of
4 6.76 acres, identified as Assessor's Parcel Numbers 177-020-012, 177-020-
5 018, and 177-110-005, as more particularly described in Exhibit "A" attached
6 hereto, and incorporated herein, by this reference ("Property"), for a
7 purchase price of Four Hundred and Five Thousand Dollars (\$405,000).
8 Accordingly, the Board hereby approves the Purchase Agreement between
9 the Housing Authority and Richland Real Estate Fund, LLC, a form of which
10 is attached hereto as Exhibit "B" and incorporated herein by this reference.

- 11 5. The Chairman of the Board is hereby authorized to execute the Purchase
12 Agreement.
- 13 6. The Executive Director, or designee, is hereby authorized to sign all
14 documents necessary and appropriate to carry out and implement the
15 Purchase Agreement including, but not limited to subsequent and relevant
16 documents such as the Grant Deed, Right of Entry Agreement, and escrow
17 agreement, and to administer the Housing Authority's obligations,
18 responsibilities, and duties to be performed under said Purchase Agreement,
19 subject to approval to form by County Counsel.
- 20 7. The proceeds of the sale of the Property, net the cost of sale, are hereby
21 authorized and directed to be used to assist a housing project pursuant to
22 Health and Safety Code Section 34312.3.
- 23 8. The Housing Authority is hereby authorized to expend approximately
24 Seventeen Thousand Five Hundred Dollars (\$17,500.00) for typical
25 transaction costs including staff time, appraisal costs, title insurance, escrow
26 fees, and other due diligence studies related to the Property.

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BY: *[Signature]* R. Brown 8-10-16
DATE

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9. That the Clerk of the Board of Commissioners has given notice hereof as provided in Government Code Section 6066.

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ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, 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 the date therein set forth.

KECIA HARPER IHEM, Clerk of said Board
By *[Signature]*
Deputy

1 **EXHIBIT A**

2 **PROPERTY LEGAL DESCRIPTION**

3 **All that certain real property situated in the City of Jurupa Valley, County of**
4 **Riverside, State of California, described as follows:**

5 **APN 177-020-012-4: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS**
6 **FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN**
7 **BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF**
8 **SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY**
9 **RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.**

10 **APN 177-020-018-0: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS**
11 **FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN**
12 **BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF**
13 **SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY**
14 **RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.**

15 **APN 177-110-005-6: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS**
16 **FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN**
17 **BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF**
18 **SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY**
19 **RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.**
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EXHIBIT B
PURCHASE AGREEMENT
(behind this page)

LOCKHART SITE MAP

(behind this page)



APN's: 177-020-012, 177-020-018, 177-110-005

PROPERTY MAP: LOCKHART ASSEMBLAGE

COPY

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Address: No situs address
APN Nos.: 177-020-012
177-020-018
177-110-005

Escrow No. _____

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of this ____ day of _____ 2016, and constitutes an agreement by which the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Seller") agrees to sell to, and RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company, ("Buyer") agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the "Legal Description" attached hereto as Exhibit "A" and incorporated herein by this reference, and shown on the "Property Map" attached hereto as Exhibit "B" and incorporated herein by this reference, together with all Improvements, if any, as hereinafter defined (collectively, the "Property").

RECITALS

WHEREAS, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the "CRL"). The Redevelopment Agency for the County of Riverside ("RDA") was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173; and

WHEREAS, pursuant to Health and Safety Code Section 34176 (a), and Seller Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets (excluding amounts in the Low and Moderate Income Housing Fund and enforceable obligations retained by the successor agency) were transferred to Seller, including the Property (defined below); and

WHEREAS, Seller now owns the Property and desires to convey the Property to Buyer and Buyer desires to acquire the Property from Seller pursuant to the CRL, and the terms and provisions set forth below. The Property is subject to the CRL.

The terms and conditions of this Agreement and the instructions to First American Title Company, Attn: Debra Dunn or such other title or escrow company mutually agreed to by the parties ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

1. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of an assemblage of three separate parcels of vacant land approximately 6.76 acres total in size, located at South Side of 30th Street at the Southern Terminus of Sierra Avenue, in the City of Jurupa Valley, California, also known as Assessor Parcel Numbers 177-020-012, 177-020-018, and 177-110-005 and Improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "Improvements" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the above-referenced parcels of land, the Improvements, and all singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property is subject to the CRL.

2. Acquisition.

a. Board and Commission Approval. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Commissioners. The conveyance shall be agendized on or before September 20, 2016 and if approved shall be evidenced by a minute order.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Four Hundred And Five Thousand Dollars (\$405,000) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Len Perdue, A.S.A., dated September 21, 2014.

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

a. Buyer's First Deposit. On the date that is three (3) business days following the Opening Date, Buyer shall deposit Twelve Thousand and Five Hundred Dollars, (\$12,500) (the "First Escrow Deposit") with the Escrow Holder. The First Escrow Deposit shall be refundable in full if Buyer terminates the Escrow prior to the expiration of the Due Diligence Period (as defined below) and absent an uncured default by Buyer.

b. Buyer's Second Deposit. If Buyer approves or waives all contingencies at the conclusion of the Due Diligence Period, Buyer shall deposit an additional Fifteen Thousand Dollars, (\$15,000) (the "Second Escrow Deposit") with the Escrow Holder. The Second Escrow Deposit shall be non-refundable except in the event of a Seller default pursuant to Paragraph 21.b.(1) below. Except as provided herein, both the First and Second Escrow Deposits shall be

applied to the Purchase Price. The First Escrow Deposit and the Second Escrow Deposit shall be collectively referred to herein as the "Escrow Deposits."

c. Closing Funds. Within five (5) days of written request from Escrow Holder, and in any event prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the balance of the Purchase Price after application of the Escrow Deposits. All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in Paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and/or be bound by any reasonable or customary supplemental joint order escrow instructions of either party, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before one hundred and fifty (150) days after the Opening Date, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur one hundred and fifty (150) days after the Opening Date, Escrow Holder shall deposit the Escrow Deposit and any other funds deposited by Buyer to be used towards the Purchase Price and the Escrow, in an interest bearing account. Any interest accrued in such account shall be applied toward payment of the Purchase Price and any remaining balance shall be returned to Buyer upon the Close of Escrow.

c. Due Diligence Period. Buyer shall have ninety (90) days from the Opening Date ("Due Diligence Period") to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no further obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit. In the event of a cancellation of Escrow caused by Buyer, Buyer shall pay any Escrow cancellation fees. In addition, Seller shall have the right to terminate this Agreement without cause, for a period of thirty (30) days after the Opening Date, provided however, such termination shall not be due to Seller accepting an offer from another purchaser, and further provided Seller notifies Buyer in

writing prior to expiration of the thirty (30) day period. After Seller's cancellation, (i) Seller shall reimburse Buyer up to Five Thousand Dollars (\$5,000) for any costs directly related to Buyer's due diligence expenditures, as evidenced by written invoices, and (ii) Buyer shall be entitled to the return of its First Escrow Deposit, and Buyer and Seller shall have no further obligation to each other, except as otherwise set forth herein.

5. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):

- a. A lien to secure payment of real estate taxes, not delinquent;
- b. Matters created by or with the written consent of Buyer; and
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7.a.(1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7.a.(2) hereof.

6. Title Policy. Title shall be evidenced by the irrevocable commitment of the Title Company to issue its ALTA Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit or prior to the dates designated below for the satisfaction of such conditions:

(1) Due Diligence Materials/Title. Within seven (7) days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller's possession (collectively referred to herein as the "Due Diligence Materials"): (i) a Preliminary Title Report dated December 2, 2013 ("Title Report") for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to the Property.

(2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, at Buyer's sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller or terminate this Agreement on or before the

expiration of the Due Diligence Period, shall be deemed to constitute Buyer's approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters of title shown in the Title Report, then Seller may, within ten (10) days after its receipt of Buyer's notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. Prior to the expiration of the Due Diligence Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in

Buyer's sole judgment and discretion. Such right of entry shall also be subject to that certain Right of Entry Agreement executed by Buyer and Seller, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of Commissioners, directors, officers, shareholders, employees, consultants, representatives, contractors and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property; provided, however, that the foregoing shall not apply to any preexisting condition of the Property or any intentional act or intentional omission of Seller. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to consult with any party for any purpose relating to the Property. Notwithstanding the foregoing, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent, which consent shall not be unreasonably withheld. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not materially interfere with the operation, use and maintenance of the Property, (b) except for normal damage incidental to studies, inspections, investigations and tests, not damage any part of the Property or any personal property owned or held by any third party, (c) not injure or otherwise cause bodily harm to Seller or any of its respective agents, contractors and employees or any other third party, (d) promptly pay when due, the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the exercise of their rights under this Paragraph 7.a.(5), (f) restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken and, (g) not reveal or disclose any information obtained prior to the Close of Escrow concerning the Property to anyone outside of Buyer, its attorneys, consultants or representatives, except to the extent required by applicable law or court order. Seller shall be provided an opportunity to have a representative of Seller present during any testing. Prior to any entry onto the Property by Buyer or Buyer's representatives, Buyer shall furnish to Seller a copy of a certificate of insurance or self-insurance evidencing that Seller has been added as an additional insured to Buyer's general policy of liability insurance with the liability limit required in the Right of Entry Agreement (Exhibit "D") in connection with entry onto the Property. If the Close of Escrow does not occur for any reason other than the default of Seller, Buyer agrees to give to Seller, without any representation or warranty of any kind, copies of reports, studies, investigations or other work product of third party professionals retained by Buyer in connection with Buyer's due diligence activities.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the

following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

- (1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and;
- (2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least one (1) business day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Nonforeign Affidavit. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit C. Upon receiving said executed Grant Deed, Escrow Holder is instructed to forward a copy of Grant Deed to Buyer so that an original Certificate of Acceptance can be attached.

9. Deposits by Buyer. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Funds. The funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.

b. Certificate of Acceptance to Grant Deed. An original Certificate of Acceptance, acknowledged and in recordable form, substantially similar to Exhibit C.

10. Costs and Expenses. Seller shall pay no more than the maximum total amount of One Thousand Five Hundred Dollars (\$1,500) to be used towards the cost and expense of the Title Policy attributable to ALTA coverage, including the costs attributable to any endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date ("Seller's Title Policy Contribution"). Any additional Title Policy and endorsement costs not covered by the Seller's Title Policy Contribution shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. Buyer shall pay the Escrow Holder's customary charges to record the Grant Deed and any other document to be recorded at the Closing. Except as otherwise provided herein, each party shall be responsible for their respective legal fees and costs in connection with this transaction. All other costs and expenses shall be allocated as provided in this Paragraph 10.

11. Prorations. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of Escrow based on a thirty (30) day month. The obligations of the parties pursuant to this Paragraph 11 shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

12. Taxes. Seller is responsible for all real and personal property taxes and assessments accruing on the Property before the Close of Escrow. Buyer is responsible for all real and personal property taxes and assessments accruing on the Property on and after the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records").

c. Funds. From funds deposited by Buyer with Escrow Holder, disburse the balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.

e. Reserved.

f. Reporting Person. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. To the best of Seller's actual knowledge, no consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. Violations of Law. To the best of Seller's actual knowledge, Seller has not received written notice of any outstanding violations, past or present, of any governmental laws, ordinances, rules, requirements or regulations of any governmental agency, body or subdivision thereof bearing on the Property, and Seller has no actual knowledge or reason to have knowledge of any condition which constitutes such a violation.

e. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. To the best of Seller's actual knowledge, there are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession, use, maintenance or occupancy of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with Paragraph 7.a hereof is true and correct.

i. Occupancy Agreements. To the best of Seller's actual knowledge, there are no written leases, written subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no actual knowledge of any oral agreements with anyone, with respect to the occupancy of the Property.

j. Hazardous Substances. To the best of Seller's actual knowledge no Hazardous Substances (defined below) exist now or have been used or stored on any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property in compliance with all applicable Environmental Laws (defined below).

k. Buyer's Knowledge. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability, obligation or responsibility of any kind to Buyer or any party claiming by, under or through Buyer with respect to any of the representations and warranties contained in Paragraphs 14.a through 14.j above if, prior to the Closing, Buyer has actual knowledge from any source prior to the Closing (including the Due Diligence Materials or any documents provided to Buyer by any third party) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

l. Maximum Liability to Seller. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate liability for any and all breaches of its representations and warranties herein prior to the Closing exceed Fifteen Thousand Dollars (\$15,000) if the Closing shall have occurred. This Paragraph 14.l shall not be applicable to a default by Seller prior to the Closing, such pre-closing default being governed by Paragraph 21.b hereof.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

The term, "Hazardous Substance(s)" used herein shall mean any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law.

The term, "Environmental Law(s)" used herein shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.

b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

16. Reserved

17. HOLD HARMLESS/INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts of Buyer, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Buyer, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement. Buyer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Buyer, Buyer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Seller; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Buyer's indemnification to Indemnitees as set forth herein. Buyer's obligation hereunder shall be satisfied when Buyer has provided to Seller the appropriate form of dismissal relieving Seller and the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Buyer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Buyer from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

a. Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or

b. Continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller, whether before or after Closing, provided Buyer pays Seller the full Purchase Price for the Property provided in Section 2.b. of this Agreement.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer: Richland Real Estate Fund, LLC
 3161 Midelsen Dr., St. 425, Irvine, CA 92612
 Attn: Legal Department

To Seller: Housing Authority of the County of Riverside
 5555 Arlington Avenue, Riverside, CA 92504
 Attn: Deputy Executive Director

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller, which consent may be withheld, conditioned or delayed in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement without the consent of Seller to any person or entity controlled by or under common control with John H. Bray, Doreen Bray, Matthew J. Bray or Julie Bray Lanzone, provided Buyer delivers to Seller an assignment and assumption agreement, first approved as to form and content by Seller, wherein Buyer assigns and delegates its rights and obligations under

this Agreement to the assignee and the assignee accepts and assumes all such rights and obligations.

21. Legal and Equitable Enforcement of this Agreement.

a. Default. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subparagraph (b) below.

b. Remedies.

(1) Default by Seller. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the First and Second Escrow Deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.

(2) Default By Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE ACQUISITION OF THE PROPERTY BY BUYER DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF AN UNCURED DEFAULT OF BUYER AFTER NOTICE AND OPPORTUNITY TO CURE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY) THE AMOUNT OF \$27,500. THE RETURN TO SELLER OF THE ESCROW DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON

DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING HEREIN SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

Buyer's Initials

Seller's Initials

c. Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

22. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). Seller has engaged or will engage the services of a third-party (who, in such capacity, is herein called the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

23. AS-IS Condition of Property.

a. AS-IS. Buyer specifically acknowledges, represents and warrants that prior to Close of Escrow, it and its agents and representatives will have had the opportunity to thoroughly inspect the Property and observe the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further

acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Close of Escrow, Buyer waives any and all right or ability to make a claim of any kind or nature against Seller, and each of its commissioners, directors, officers, employees, representatives, Property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively "Releasees") for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that except for any representations, warranties and covenants expressly made by Seller in Paragraph 14 of this Agreement neither Seller or any of Seller's Commissioners, employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property, the size of the Improvements, including without limitation, any discrepancies in square footage, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished to Buyer without any warranty of any kind from or on behalf of Seller, subject to the express representations, warranties and covenants of Seller set forth herein to the extent they survive the Closing. Buyer hereby represents and warrants to Seller that Buyer shall have had the opportunity to perform an independent inspection and investigation of the Property and also investigate and obtain knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations, warranties and covenants expressly made by Seller in Paragraph 14 of this Agreement, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, or whether the Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of Property or the square footage of the Improvements thereon or of any tenant space therein, (iii) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation

with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the American with Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the quality of any labor and materials used in any Improvements, or (viii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property.

b. No Obligation to Repair. Except as expressly agreed to in writing by Seller, any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 23 shall survive the Close of Escrow and shall not be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

24. Miscellaneous.

a. Compliance with Laws. In connection with Buyers duties and obligations under this Agreement, (i) Buyer shall comply with all applicable Federal, State and local laws and regulations, and (ii) Buyer shall comply with all applicable County of Riverside and Seller policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Buyer shall comply with the more restrictive law or regulation.

b. Effective Date. The effective date of this Agreement shall be the date this Agreement is executed by Seller ("Effective Date").

c. Administration/Agreement Liaison. The Executive Director of Seller, or designee, shall implement and administer this Agreement on behalf of Seller.

d. Nonliability of Seller Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the HOMEOWNER, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the HOMEOWNER or to its successor, or on any obligations under the terms of this Agreement.

e. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

f. Required Actions of Buyer and Seller; Further Assurances. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions

as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

g. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

i. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

j. Broker. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction, and agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by the other party as a result of a breach of this representation.

k. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

l. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

m. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

n. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

o. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

p. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

q. Entire Agreement. This Agreement, including any attachments or exhibits, supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

r. Successors and Assigns; Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

s. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

t. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

u. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than seller and buyer according to the provisions contained herein, or cause Seller to be responsible in any way for the debts or obligations of Borrower, or any other party.

[Remainder of page intentionally blank]

[Signatures on following page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND EXECUTED BY ITS CHAIRMAN.

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

SELLER:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the Redevelopment Agency for the County of Riverside

By: _____
John Benoit, Chairman
Board of Commissioners

Dated: _____

BUYER:

RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company

By: _____
John Troutman
Vice President

Dated: _____

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

Acceptance by Escrow Holder:

First American Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.

Dated: _____

First American Title Company

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property located in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

APN 177-020-012-4: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 177-020-018-0: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 177-110-005-6: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



APN's: 177-020-012, 177-020-018, 177-110-005

PROPERTY MAP: LOCKHART ASSEMBLAGE

OFFICIAL BUSINESS

Document entitled to free recording
Per Government Code Section 6103 and 27383

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

RICHLAND REAL ESTATE FUND, LLC
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn: Legal Department

APN's: 177-020-012, 177-020-018, 177-110-005

above space for recorder's use only

GRANT DEED

(South Side of 30th Street at Southern Terminus Sierra Avenue, Jurupa Valley, California)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Grantor"), hereby grants to RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company ("Grantee"), the real property located in the City of Jurupa Valley, County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

1. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the

Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.

2. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns shall refrain from restricting the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

3. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

4. Every covenant and condition and restriction contained in this Grant Deed shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this _____ day of _____, 2016.

“GRANTOR”

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: _____
Robert Field, Executive Director

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property located in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

APN 177-020-012-4: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 177-020-018-0: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 177-110-005-6: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

“GRANTEE”

RICHLAND REAL ESTATE
FUND, LLC, a Florida limited
liability company

By: _____
John Troutman,
Vice President

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On _____ before me, _____,
a Notary Public, 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)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On _____ before me, _____,
a Notary Public, 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)

EXHIBIT D

RIGHT OF ENTRY AGREEMENT

(Behind this Page)

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“ROE”) is made and entered into this _____ day of August _____, 2016, between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic in the State of California (“Grantor”), and RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company (“Grantee”). Grantor and Grantee are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. Grantor is the current owner of that certain real property located in the City of Jurupa Valley, California also known as Assessor’s Parcel Numbers 177-020-012, 177-020-018, and 177-110-005, as legally described in Exhibit “A” attached hereto and incorporated herein by this reference (“Property”), and has the right to grant to Grantee permission to enter upon and use the Property.
- B. Grantor and Grantee have entered into that certain Agreement of Purchase and Sale with Joint Escrow Instructions dated August 23, 2016 (“Purchase and Sale Agreement”) providing for the sale of the Property by Grantor to Grantee.
- C. Grantee desires to obtain Grantor’s permission to enter upon and use the Property, on a temporary basis, for soils testing and other due diligence on the Property in connection with the Purchase and Sale Agreement.
- D. Grantor is agreeable to allowing Grantee such access to the Property on a temporary basis, for soils testing and other due diligence on the Property, as more specifically set forth below.

NOW, THEREFORE, Grantor and Grantee do hereby agree as follows:

AGREEMENT

- 1. Right of Entry. Grantor hereby grants to Grantee, its agents, employees and contractors a temporary, non-exclusive, right of entry onto the Property to perform soils testing and other due diligence in connection with the Purchase and Sale Agreement as more specifically

set forth in the Scope of Activities attached hereto as Exhibit "B" and incorporated herein by this reference, and for no other purpose (collectively the "Permitted Purpose"). Grantee will enter the Property entirely at its own cost, risk and expense. Grantee agrees that the Permitted Purpose shall be completed in accordance with any permits and authorization issued by any governmental entity having jurisdiction over the Property in connection with the Permitted Purpose. Grantee and/or its duly authorized employees', agents', consultants', independent contractors' (collectively, "Grantee Representatives") use of the Property shall not unreasonably interfere with the use and enjoyment of the Property by Grantor and/or its directors, officers, members, employees, agents and independent contractors (collectively, "Grantor Representatives"), or anyone claiming under or through them. Grantee shall not grant permission to any other party associated with Grantee, except the Grantee Representatives, to enter onto the Property during the term of this Agreement without the prior written consent of the Grantee's Executive Director or designee, which may be withheld in his or her sole and absolute discretion. Grantee and the Grantee Representatives shall not perform any work other than the Permitted Purpose upon the Property. Grantee acknowledges and agrees that Grantee shall not be entitled to any reimbursement or repayment for any work, including, but not limited to the Permitted Purpose, performed upon the Property pursuant to this Agreement

2. Term. The term of this Agreement shall commence on the Effective Date (defined below) and shall automatically terminate the later of (a) four (4) months thereafter, (b) the sooner of the close of escrow under the Purchase Agreement or the termination of the Purchase Agreement, unless extended or terminated earlier as provided herein. No later than thirty (30) days before the expiration of the term, Grantee may request in writing to Grantor for an extension of the term, which may be granted or withheld in the sole and absolute discretion of Grantor. This Agreement is subordinate to all prior or future rights and obligations of Grantor in the Property, except that Grantor shall grant no rights inconsistent with the reasonable exercise by Grantee of the rights under this Agreement. The "Effective Date" shall be the date this Agreement is signed by Grantor.

3. Consideration. In consideration of Grantor's granting of the right of entry set forth in this Agreement, Grantee shall promptly provide Grantor with a copy of all third party reports and test results arising from this Agreement, without creating any liability for Grantee or the preparer of such reports.

4. Notice of Work. Prior to entry upon the Property, Grantee shall notify the Grantor representatives identified in this Section 4 below, in writing, which may include email, of Grantee's intent to enter the Property, with such notice being provided at least one (1) business day prior to the intended date of entry and commencement of any work, and shall include information regarding the length of time that Grantee will be on the Property.

Grantor Representative: George Eliseo
5555 Arlington Avenue, Riverside, CA 92504
(951) 343-5481
gceliseo@rivcoeda.org

5. Liens. Grantee shall not permit any lien to be placed against the Property, or any part thereof, as a result of Grantee's activities under this Agreement, including, but not limited to liens by design professionals', mechanics', material man's contractors' or subcontractors' liens, and shall ensure that any such lien is removed or bonded to the Grantor's satisfaction within twenty (20) calendar days of the recording of such lien. Grantee acknowledges and agrees to hold Grantor harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed or recorded against the Property, or any part thereof.

6. Indemnification; Hold Harmless. Grantee shall indemnify and hold harmless Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any act or omission of Grantee, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to or in any way connected with Grantee's use of the Property pursuant to this Agreement or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any

kind or nature whatsoever. Grantee shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Grantor, County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions; provided, however, that the foregoing shall not apply to any liability directly related to a pre-existing condition of the Property not arising out of or in any way relating to or in any way connected with Grantee's, its officers, employees, contractors, subcontractors, agents or representatives use of the Property pursuant to this Agreement. The obligations set forth in this paragraph shall survive the termination of this agreement.

With respect to any action or claim subject to indemnification herein by Grantee, Grantee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Grantor; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantee's indemnification to Grantor as set forth herein.

Grantee's obligation hereunder shall be satisfied when Grantee has provided to Grantor the appropriate form of dismissal relieving Grantor from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Grantee's obligations to indemnify and hold harmless the Grantor herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Grantee from indemnifying the Grantor to the fullest extent allowed by law.

7. Insurance. Without limiting or diminishing Grantee's obligation to indemnify or hold the Grantor harmless, Grantee shall procure and maintain or cause to be procured and maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. In respects to the insurance section, the Grantor herein refers to the Housing Grantor of the County of Riverside, County of Riverside, its Agencies, Boards, Districts, Special

Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives as Additional Insureds.

7.1 Workers' Compensation. If Grantee has employees as defined by the State of California, Grantee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

7.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Grantee's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

7.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Grantee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

7.4 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Grantor Risk Manager. If the

Grantor's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Grantee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the Grantor Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Grantor, and at the election of the Country's Risk Manager, Grantee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Grantor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Grantee shall cause Grantee's insurance carrier(s) to furnish the Grantor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Grantor Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Grantor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the Grantor receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Grantee shall not commence operations until the Grantor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements*

for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that Grantee's insurance shall be construed as primary insurance, and the Grantor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the scope of entry or permitted activities under this Agreement; or, the term of this Agreement, including any extensions thereof, exceeding five (5) years; the Grantor reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the Grantor Risk Manager's reasonable judgment, the amount or type of insurance carried by Grantee has become inadequate.

6) Grantee shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Grantor.

8) Grantee agrees to notify Grantor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. Compliance with Laws. Grantee shall, and shall cause its contractors, agents and employees to, conduct all activities undertaken pursuant to this Agreement in compliance with applicable federal, state and local laws, statues, ordinances, rules, regulations and orders. Without limiting the generality of the foregoing, Grantee shall secure, at its sole cost and expense, any and all permits and approvals which may be required by any applicable law, rule, regulation or ordinance, for Grantee's conduct of the activities contemplated in this Agreement.

9. Inspection. Grantor, its representatives, employees, agents and independent contractors shall have the right enter and inspect the Property or any portion thereof, including,

but not limited to any improvements, at any time and from time to time at reasonable times to verify Grantee's compliance with the terms and conditions of this Agreement.

10. Non-Exclusive Nature of Grant. Grantee acknowledges and agrees that the rights granted to Grantee hereunder are temporary and non-exclusive.

11. No Real Property Interest; No Possessory Interest. Grantee expressly understands, acknowledges and agrees that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property, or any portion thereof, to Grantee.

Grantee further acknowledges and agrees that Grantor's grant of the right of entry to use the Property pursuant to this Agreement creates no possessory interest in the Property and therefore Grantee shall abandon the use of the Property without the necessity of a judicial proceeding by the Grantor no later than the expiration of this Agreement, or, in the event of an earlier termination of this Agreement, Grantee shall abandon the use of the Property immediately upon such earlier termination. Grantee further acknowledges and agrees that any failure to abandon the use of the Property upon expiration or termination of this Agreement shall constitute a trespass. This Agreement is intended to be for a short term duration. Nothing set forth in this Agreement shall be deemed to limit the rights of Grantee under the Purchase Agreement and in the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

12. Condition Of The Property. The Property is licensed to Grantee in an "as is" condition, existing as of the Effective Date of this Agreement. Grantee shall not construct any temporary or permanent improvements or make any material changes to the Property as part of Grantee's use of the Property without Grantor's prior written consent, which may be withheld in its sole and absolute discretion. Such prohibition on construction of improvements or material changes to the Property shall include but shall not be limited to any signs, paving, construction of fencing, retaining walls, buildings or structures, or the removal of any living trees.

13. Protection and Restoration of Property. Grantee, its employees, agents,

contractors and subcontractors, shall protect the Property, including all improvements and the natural resources thereon, at all times at Grantee's sole cost and expense, and Grantee, its employees, agents, contractors and subcontractors, shall strictly adhere to the following restrictions:

13.1 Grantee shall not commit waste upon the Property;

13.2 Grantee shall not permit any dangerous condition to be created on the Property as a result of the activities of Grantee or the Grantee Representatives;

13.3 Grantee shall not place or dump garbage, trash or refuse anywhere upon or within the Property;

13.4 Grantee shall not commit or create, or suffer to be committed or created, a hazardous condition and/or nuisance to exist upon the Property;

13.5 Grantee shall not cut, prune or remove any native trees or brush upon the Property, except for the elimination of safety hazards, without first obtaining Grantor's written consent. Grantee shall take all necessary precautions to prevent the import and/or release into the environment of any hazardous materials which are imported to, in, on or under the Property during the performance of the Permitted Purpose. If hazardous materials are imported onto the Property as a result of the performance of the Permitted Purpose, Grantee shall be solely responsible for removing such imported hazardous materials in conformance with all governmental requirements. Grantee shall report to grantor, as soon as possible after each incident, any incidents with respect to the environmental condition of the Property;

13.6 Grantee shall not disturb, move or remove any rocks or boulders upon the Property, except as necessary for the elimination of safety hazards, without the prior written consent of Grantor;

13.7 Grantee shall exercise due diligence in order to protect the Property from damage, destruction by fire, vandalism or other causes;

13.8 Grantee shall remove all debris generated by Grantee, its employees,

agents, contractors and subcontractors on the Property; and

13.9 Grantee shall not damage the Property in the process of performing its contemplated activities under this Agreement.

Upon the termination or expiration of this Agreement, and provided that the Property has not been conveyed to Grantee, Grantee shall at its sole cost and expense, cause the Property to be restored from any damage or material change caused by Grantee or any Grantee Representative to substantially the same condition as the Property was in prior to Grantee's entry onto the Property under this Agreement.

14. Public Safety. Grantee shall, and shall cause its contractors, subcontractors and employees entering the Property to, take necessary and reasonable steps to protect themselves and members of the public from harm resulting from Grantee's activities on the Property, including by wearing highly visible clothing, maintaining strobe lights on vehicles and using a VHF radio when conducting activities on the Property.

15. Termination. In the event that Grantee or a Grantee Representative violates any of the terms or conditions set forth in this Agreement, the Grantor Executive Director or designee, after giving Grantee written notice of such violation and a ten (10) calendar day period within which to cure the same, shall have the right to immediately terminate this Agreement by providing written notice to Grantee of said termination. No termination or expiration of this Agreement shall relieve Grantee of performing any of its obligations required hereunder which were either required prior to or which survive such termination or expiration.

16. Waiver. Any waiver by Grantor of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any term thereof. Failure on the part of the Grantor to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping Grantor from enforcement hereof at a later date.

17. Grantor's Proprietary Capacity. Grantee agrees that Grantor, in making and entering into this Agreement, is acting and shall be deemed to be acting solely in Grantor's

proprietary capacity for all purposes and in all respects; and nothing contained in this Agreement shall be deemed directly or indirectly to restrict or impair in any manner or respect whatsoever any of Grantor's governmental powers or rights or the exercise thereof by Grantor, whether with respect to the Property or Grantee's use thereof or otherwise. It is intended that Grantee shall be obligated to fulfill and comply with all such requirements as may be imposed by any governmental agency or authority of the Grantor having or exercising jurisdiction over the Property in its governmental capacity.

18. Independent Capacity. Grantee shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed or deemed to be agents, officers, or employees of Grantor.

19. Entire Agreement. This Agreement is the result of negotiations between the Parties and no ambiguity in this Agreement shall be construed against the drafter. The Parties declare and represent that no inducement, promise or agreement not set forth herein has been made to them and that this Agreement and the Purchase Agreement contain the entire agreement between the Parties regarding the subject matter herein. The terms of this Agreement are contractual and not a mere recital.

20. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

21. Assignment. This Agreement shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntary or involuntary or by operation of law, nor shall Grantee let or sublet or grant any license of permit with respect to the use and occupancy of the Property or any portion thereof.

22. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in

the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

23. Modification. This Agreement may be modified, changed or amended only by a writing signed by the Parties hereto, or their respective successors or assigns.

24. Incorporation of Exhibits. All exhibits to this Agreement are hereby incorporated into this Agreement by reference as though fully set forth at length.

25. Time is of the Essence. Time is of the essence as to every term and condition of this Agreement.

26. Recordation. Neither party shall record this Agreement.

27. Severability. In the event that any provisions of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Right of Entry Agreement on the dates written below.

GRANTOR:

HOUSING GRANTOR OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic

By: _____
Heidi Marshall, Deputy Executive Director

Date: _____

GRANTEE:

RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company

By: _____
John Troutman, Vice President

Date: _____

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown, Deputy County Counsel

EXHIBIT "B"

SCOPE OF ACTIVITIES

The scope of activities to be performed under the Right of Entry Agreement ("Agreement") between the Housing Authority of the County of Riverside ("Grantor"), and Richland Real Estate Fund, LLC, a Florida limited liability company ("Grantee"), include the following:

(1) obtain soil samples and make surveys and tests necessary to determine the suitability of the Property for Grantee's purposes; (2) conduct reasonable investigations on and beneath the Property to determine the presence of hazardous substances; (3) allow Grantee's engineers or architects to obtain data for drawings, calculations, plans and specifications; and (4) other studies reasonably approved by Grantor's Executive Director or designee as requested by Grantee to assess the feasibility of the purchase of the Property.

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EXHIBIT C
GRANT DEED
(behind this page)

OFFICIAL BUSINESS

Document entitled to free recording
Per Government Code Section 6103 and 27383

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

RICHLAND REAL ESTATE FUND, LLC
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn: Legal Department

APN's: 177-020-012, 177-020-018, 177-110-005

above space for recorder's use only

GRANT DEED

(South Side of 30th Street at Southern Terminus Sierra Avenue, Jurupa Valley, California)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside ("Grantor"), hereby grants to RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company ("Grantee"), the real property located in the City of Jurupa Valley, County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records ("Property").

1. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the

Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph.

2. The Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that Grantee, its successors and assigns shall refrain from restricting the rental, sale or lease of the Property on the basis of the race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the Government Code shall apply to this paragraph."

3. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

4. Every covenant and condition and restriction contained in this Grant Deed shall remain in effect in perpetuity.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

6. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this _____ day of _____, 2016.

“GRANTOR”

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside

By: _____
Robert Field, Executive Director

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

“GRANTEE”

RICHLAND REAL ESTATE
FUND, LLC, a Florida limited
liability company

By: _____
John Troutman,
Vice President

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On _____ before me, _____,
a Notary Public, 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)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On _____ before me, _____,
a Notary Public, 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)



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

9/31/16
Date

bb
Initial

NOTICE OF EXEMPTION

August 10, 2016

Project Name: Housing Authority of the County of Riverside, Resolution No. 2016-004 Authorization to Sell Real Property located in the City of Jurupa Valley

Project Number: N/A

Project Location: Eastern End of 30th Street, in the City of Jurupa Valley, Riverside County, California; Assessor Parcel Numbers (APNs): 177-020-012, 177-020-018, & 177-110-005 (see attached exhibits)

Description of Project: On January 12, 2016, the Housing Authority of the County of Riverside (Housing Authority) Board of Commissioners (Board) adopted Resolution No. 2016-001, Notice of Intent to Sell the Fee Interest in Real Property located the City of Jurupa Valley, identified as Assessor's Parcel Numbers 177-020-012, 177-020-018, and 177-110-005. The Housing Authority owns the real property consisting of 6.76 acres of vacant unimproved real property located on the Eastern End of 30th Street in the City of Jurupa Valley, as more specifically described in the legal description attached hereto, (Properties). The Housing Authority considered developing the Properties. After due consideration, it was determined to be too costly for development of single family homes and too small for multi-family housing. The Housing Authority received an offer to purchase the site for \$400,000 but the offeror ultimately withdrew his offer.

Recently, the Housing Authority received an offer of \$405,000 for the purchase of the Properties from Richland Real Estate Fund LLC. The offer is at the appraised value of \$405,000. HACR supports the offer and desires the Board to approve the Offer and Agreement to Purchase Real Property, to sell the Properties. On August 23rd the Board adopted Resolution No. 2016-004 which is the authorization to sell the real property described above. The sale of the Properties is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Project is limited to the sale of surplus property alone and would not result in any physical changes or significant effect on the environment.

Name of Public Agency Approving Project: Housing Authority of the County of Riverside

Name of Person or Agency Carrying Out Project: Housing Authority of the County of Riverside and Richland Real Estate Fund LLC

AUG 23 2016 10-1

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8914 • F: 951.955.6666 www.rivceda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

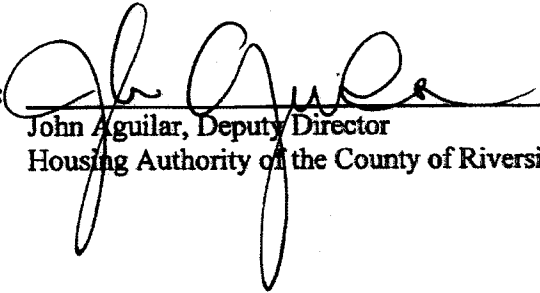
Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15061 (b) (3), General Rule Exemption and Section 15312, Surplus Government Property Sales Exemption.

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor does the project include unusual circumstances which could potentially have significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of surplus government property and associated transfer of title.

- **Section 15061 – General Rule or “Common Sense” Exemption.** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that that there is no possibility that the activity in question may have a significant effect on the environment.” Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The proposed sale and transfer of title will not result in any direct or indirect physical environmental impacts. The property would remain in its existing environmental state until development entitlements are sought through application with the City of Jurupa Valley, which would require additional CEQA review prior to issuance. At this time specific details for future development are not known or reasonably foreseeable. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.
- **Section 15312 – Surplus Government Property Sales.** This categorical exemption includes the sale of surplus government property, except for parcels of land located in an area of Statewide, regional, or area wide concern identified in Section 15206 (b)(4). These areas include the Lake Tahoe Basin, the Santa Monica Mountains Zone, the California Coastal Zone, areas within .25 miles of a wild and scenic river, the Sacramento-San Joaquin Delta, the Suisun Marsh, and the jurisdiction of the San Francisco Bay Conservation and Development Commission. Sections (a) and (b) of this exemption provide conditions where, if met, the sale is considered exempt. The project is located in the City of Jurupa Valley and is not within .25 of a wild and scenic river. Therefore, the project is not located within an area of significance and the provisions listed in subsections (a) and (b) would not be applied. The project, as proposed, is limited to the sale and transfer of title of land; therefore the project is exempt as it meets the scope and intent of the class 12 exemption identified in Section 15312.

Based upon the identified exemptions above, the Housing Authority of the County of Riverside hereby concludes that no physical environmental impacts are anticipated to occur and the transaction as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____ Date: 8-10-76
John Aguilar, Deputy Director
Housing Authority of the County of Riverside

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Address: No situs address
APN Nos.: 177-020-012
177-020-018
177-110-005

Escrow No. _____

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of this 23rd day of August 2016, and constitutes an agreement by which the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the former Redevelopment Agency for the County of Riverside (“Seller”) agrees to sell to, and RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company, (“Buyer”) agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the “Legal Description” attached hereto as Exhibit “A” and incorporated herein by this reference, and shown on the “Property Map” attached hereto as Exhibit “B” and incorporated herein by this reference, together with all Improvements, if any, as hereinafter defined (collectively, the “Property”).

RECITALS

WHEREAS, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484 (“Dissolution Act”), added Parts 1.8 and 1.85 to Division 24 of the California Community Redevelopment Law (Health and Safety Code sections 33000 et seq., the “CRL”). The Redevelopment Agency for the County of Riverside (“RDA”) was dissolved on February 1, 2012 such that the RDA is now deemed a former redevelopment agency under Health and Safety Code section 34173; and

WHEREAS, pursuant to Health and Safety Code Section 34176 (a), and Seller Resolution Nos. 2012-035, 2012-001 and 2012-005, all housing functions previously performed by the former RDA, including related rights, powers, duties, obligations, and housing assets (excluding amounts in the Low and Moderate Income Housing Fund and enforceable obligations retained by the successor agency) were transferred to Seller, including the Property (defined below); and

WHEREAS, Seller now owns the Property and desires to convey the Property to Buyer and Buyer desires to acquire the Property from Seller pursuant to the CRL, and the terms and provisions set forth below. The Property is subject to the CRL.

AUG 23 2016 10-1

The terms and conditions of this Agreement and the instructions to First American Title Company, Attn: Debra Dunn or such other title or escrow company mutually agreed to by the parties ("Escrow Holder") with regard to the escrow ("Escrow") created pursuant hereto are as follows:

1. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of an assemblage of three separate parcels of vacant land approximately 6.76 acres total in size, located at South Side of 30th Street at the Southern Terminus of Sierra Avenue, in the City of Jurupa Valley, California, also known as Assessor Parcel Numbers 177-020-012, 177-020-018, and 177-110-005 and Improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "Improvements" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the above-referenced parcels of land, the Improvements, and all singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property is subject to the CRL.

2. Acquisition.

a. Board and Commission Approval. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Commissioners. The conveyance shall be agendized on or before September 20, 2016 and if approved shall be evidenced by a minute order.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Four Hundred And Five Thousand Dollars (\$405,000) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Len Perdue, A.S.A., dated September 21, 2014.

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:

a. Buyer's First Deposit. On the date that is three (3) business days following the Opening Date, Buyer shall deposit Twelve Thousand and Five Hundred Dollars, (\$12,500) (the "First Escrow Deposit") with the Escrow Holder. The First Escrow Deposit shall be refundable in full if Buyer terminates the Escrow prior to the expiration of the Due Diligence Period (as defined below) and absent an uncured default by Buyer.

b. Buyer's Second Deposit. If Buyer approves or waives all contingencies at the conclusion of the Due Diligence Period, Buyer shall deposit an additional Fifteen Thousand Dollars, (\$15,000) (the "Second Escrow Deposit") with the Escrow Holder. The Second Escrow Deposit shall be non-refundable except in the event of a Seller default pursuant to Paragraph 21.b.(1) below. Except as provided herein, both the First and Second Escrow Deposits shall be

applied to the Purchase Price. The First Escrow Deposit and the Second Escrow Deposit shall be collectively referred to herein as the "Escrow Deposits."

c. Closing Funds. Within five (5) days of written request from Escrow Holder, and in any event prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the balance of the Purchase Price after application of the Escrow Deposits. All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in Paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and/or be bound by any reasonable or customary supplemental joint order escrow instructions of either party, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before one hundred and fifty (150) days after the Opening Date, unless extended in writing by the mutual written agreement of the parties ("Closing Date"). In the event the Close of Escrow does not occur one hundred and fifty (150) days after the Opening Date, Escrow Holder shall deposit the Escrow Deposit and any other funds deposited by Buyer to be used towards the Purchase Price and the Escrow, in an interest bearing account. Any interest accrued in such account shall be applied toward payment of the Purchase Price and any remaining balance shall be returned to Buyer upon the Close of Escrow.

c. Due Diligence Period. Buyer shall have ninety (90) days from the Opening Date ("Due Diligence Period") to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no further obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit. In the event of a cancellation of Escrow caused by Buyer, Buyer shall pay any Escrow cancellation fees. In addition, Seller shall have the right to terminate this Agreement without cause, for a period of thirty (30) days after the Opening Date, provided however, such termination shall not be due to Seller accepting an offer from another purchaser, and further provided Seller notifies Buyer in

writing prior to expiration of the thirty (30) day period. After Seller's cancellation, (i) Seller shall reimburse Buyer up to Five Thousand Dollars (\$5,000) for any costs directly related to Buyer's due diligence expenditures, as evidenced by written invoices, and (ii) Buyer shall be entitled to the return of its First Escrow Deposit, and Buyer and Seller shall have no further obligation to each other, except as otherwise set forth herein.

5. Conditions of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey good and marketable fee simple title to the Property by the Grant Deed, subject only to the following approved conditions of title ("Approved Condition of Title"):

- a. A lien to secure payment of real estate taxes, not delinquent;
- b. Matters created by or with the written consent of Buyer; and
- c. Exceptions which are disclosed by the Title Report described in Paragraph 7.a.(1) hereof and which are approved or deemed approved by Buyer in accordance with Paragraph 7.a.(2) hereof.

6. Title Policy. Title shall be evidenced by the irrevocable commitment of the Title Company to issue its ALTA Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit or prior to the dates designated below for the satisfaction of such conditions:

(1) Due Diligence Materials/Title. Within seven (7) days of the Opening Date, Seller will deliver to Buyer copies of the following items, if and to the extent such items are in Seller's possession (collectively referred to herein as the "Due Diligence Materials"): (i) a Preliminary Title Report dated December 2, 2013 ("Title Report") for the Property and legible copies of all documents, whether recorded or unrecorded, referred to in the Title Report; and (ii) any and all environmental reports relating to the Property.

(2) Review and Approval of Due Diligence Materials. Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, at Buyer's sole cost and expense, the Due Diligence Materials. Failure of Buyer to give disapproval of the Due Diligence Materials, in a writing delivered by Buyer to Seller or terminate this Agreement on or before the

expiration of the Due Diligence Period, shall be deemed to constitute Buyer's approval of all Due Diligence Materials. If Buyer disapproves or conditionally approves any matters of title shown in the Title Report, then Seller may, within ten (10) days after its receipt of Buyer's notice of disapproval of the Due Diligence Materials, elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall thereupon give Buyer written notice of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date as a condition to the Close of Escrow for Buyer's benefit. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's notice, or if, despite its reasonable efforts, Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Holder: (i) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Holder or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the parties hereunder shall thereafter terminate.

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in Paragraph 14 shall be true and correct in all material respects as of the Closing Date.

(4) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical condition of the Property.

(5) Inspections and Studies. Prior to the expiration of the Due Diligence Period, Buyer shall have approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in

Buyer's sole judgment and discretion. Such right of entry shall also be subject to that certain Right of Entry Agreement executed by Buyer and Seller, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of Commissioners, directors, officers, shareholders, employees, consultants, representatives, contractors and agents from and against any and all personal injuries, damage to the Property and mechanics' liens, arising out of any such entry by Buyer or its agents, designees, contractors, subcontractors, or representatives onto the Property; provided, however, that the foregoing shall not apply to any preexisting condition of the Property or any intentional act or intentional omission of Seller. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to consult with any party for any purpose relating to the Property. Notwithstanding the foregoing, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent, which consent shall not be unreasonably withheld. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not materially interfere with the operation, use and maintenance of the Property, (b) except for normal damage incidental to studies, inspections, investigations and tests, not damage any part of the Property or any personal property owned or held by any third party, (c) not injure or otherwise cause bodily harm to Seller or any of its respective agents, contractors and employees or any other third party, (d) promptly pay when due, the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the exercise of their rights under this Paragraph 7.a.(5), (f) restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken and, (g) not reveal or disclose any information obtained prior to the Close of Escrow concerning the Property to anyone outside of Buyer, its attorneys, consultants or representatives, except to the extent required by applicable law or court order. Seller shall be provided an opportunity to have a representative of Seller present during any testing. Prior to any entry onto the Property by Buyer or Buyer's representatives, Buyer shall furnish to Seller a copy of a certificate of insurance or self-insurance evidencing that Seller has been added as an additional insured to Buyer's general policy of liability insurance with the liability limit required in the Right of Entry Agreement (Exhibit "D") in connection with entry onto the Property. If the Close of Escrow does not occur for any reason other than the default of Seller, Buyer agrees to give to Seller, without any representation or warranty of any kind, copies of reports, studies, investigations or other work product of third party professionals retained by Buyer in connection with Buyer's due diligence activities.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the

following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

- (1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and;
- (2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least one (1) business day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Seller's Nonforeign Affidavit. A Certificate of Nonforeign Status (Seller's Certificate), duly executed by Seller.

b. Grant Deed. The Grant Deed conveying the Property to Buyer duly executed by Seller, acknowledged and in recordable form, substantially similar to Exhibit C. Upon receiving said executed Grant Deed, Escrow Holder is instructed to forward a copy of Grant Deed to Buyer so that an original Certificate of Acceptance can be attached.

9. Deposits by Buyer. At least three (3) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

a. Funds. The funds which are to be applied toward the payment of the Purchase Price in the amounts and at the times designated in Paragraph 3 above.

b. Certificate of Acceptance to Grant Deed. An original Certificate of Acceptance, acknowledged and in recordable form, substantially similar to Exhibit C.

10. Costs and Expenses. Seller shall pay no more than the maximum total amount of One Thousand Five Hundred Dollars (\$1,500) to be used towards the cost and expense of the Title Policy attributable to ALTA coverage, including the costs attributable to any endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date ("Seller's Title Policy Contribution"). Any additional Title Policy and endorsement costs not covered by the Seller's Title Policy Contribution shall be paid by Buyer. The escrow fee of Escrow Holder shall be paid by Buyer. Buyer shall pay all documentary transfer taxes, if any, payable in connection with the recordation of the Grant Deed. Buyer shall pay the Escrow Holder's customary charges to record the Grant Deed and any other document to be recorded at the Closing. Except as otherwise provided herein, each party shall be responsible for their respective legal fees and costs in connection with this transaction. All other costs and expenses shall be allocated as provided in this Paragraph 10.

11. Prorations. For purposes of calculating proration, Buyer shall be deemed to own fee title to the Property (and therefore entitled to all revenue therefrom and responsible for expenses thereon) commencing on the date the Close of Escrow occurs. All proration will occur on the date of the Close of Escrow based on a thirty (30) day month. The obligations of the parties pursuant to this Paragraph 11 shall survive the Close of Escrow and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

12. Taxes. Seller is responsible for all real and personal property taxes and assessments accruing on the Property before the Close of Escrow. Buyer is responsible for all real and personal property taxes and assessments accruing on the Property on and after the Close of Escrow.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Prorations. Prorate all matters referenced herein, based upon the statement delivered into Escrow signed by the parties.

b. Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records").

c. Funds. From funds deposited by Buyer with Escrow Holder, disburse the balance of the Purchase Price, after deduction for all items chargeable to the account of Buyer, to Seller; and disburse funds for all items chargeable to the account of Seller in payment of such costs from funds deposited by Seller over and above the Purchase Price; and disburse the balance of such funds, if any, to Buyer.

d. Documents to Buyer. Deliver the Seller's Certificate, executed by Seller, and, when issued, the Title Policy, to Buyer.

e. Reserved.

f. Reporting Person. Buyer and Seller hereby acknowledge and agree that the Escrow Holder is designated as the "Reporting Person" for the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Internal Revenue Code.

14. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller, and no other action is requisite to the execution and delivery of this Agreement by Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to the best of Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. Third Party Consents. To the best of Seller's actual knowledge, no consents or waivers of, or by, any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

d. Violations of Law. To the best of Seller's actual knowledge, Seller has not received written notice of any outstanding violations, past or present, of any governmental laws, ordinances, rules, requirements or regulations of any governmental agency, body or subdivision thereof bearing on the Property, and Seller has no actual knowledge or reason to have knowledge of any condition which constitutes such a violation.

e. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

f. Compliance with Law. To the best of Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

g. Agreements. To the best of Seller's actual knowledge, there are no agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession, use, maintenance or occupancy of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Title Report, which shall have been approved by Buyer pursuant to the terms of this Agreement.

h. Documents. To the best of Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and correct copies of originals, and any and all information supplied to Buyer by Seller in accordance with Paragraph 7.a hereof is true and correct.

i. Occupancy Agreements. To the best of Seller's actual knowledge, there are no written leases, written subleases, occupancies or tenancies in effect pertaining to the Property, and Seller has no actual knowledge of any oral agreements with anyone, with respect to the occupancy of the Property.

j. Hazardous Substances. To the best of Seller's actual knowledge no Hazardous Substances (defined below) exist now or have been used or stored on any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property in compliance with all applicable Environmental Laws (defined below).

k. Buyer's Knowledge. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability, obligation or responsibility of any kind to Buyer or any party claiming by, under or through Buyer with respect to any of the representations and warranties contained in Paragraphs 14.a through 14.j above if, prior to the Closing, Buyer has actual knowledge from any source prior to the Closing (including the Due Diligence Materials or any documents provided to Buyer by any third party) that contradicts any of the foregoing representations and warranties, or renders any of the foregoing representations and warranties untrue or incorrect, and Buyer nevertheless consummates the transaction contemplated by this Agreement.

l. Maximum Liability to Seller. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate liability for any and all breaches of its representations and warranties herein prior to the Closing exceed Fifteen Thousand Dollars (\$15,000) if the Closing shall have occurred. This Paragraph 14.l shall not be applicable to a default by Seller prior to the Closing, such pre-closing default being governed by Paragraph 21.b hereof.

Seller's representations and warranties made in this Paragraph 14 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Seller in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

The term, "Hazardous Substance(s)" used herein shall mean any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law.

The term, "Environmental Law(s)" used herein shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer, and no other action is requisite to the execution and delivery of this Agreement by Buyer.

b. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller at the time of Close of Escrow will be, duly authorized, executed, and delivered by Buyer, and is, or, as to all documents to be executed by Buyer at the Close of Escrow, will be, legal, valid, and binding obligations of Buyer, and do not, and at the Close of Escrow will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

c. Buyer's representations and warranties made in this Paragraph 15 shall be continuing and shall be true and correct as of the Close of Escrow with the same force and effect as if remade by Buyer in a separate certificate at that time and shall not merge into the Close of Escrow and the recording of the Grant Deed in the Official Records.

16. Reserved

17. HOLD HARMLESS/INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts of Buyer, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Buyer, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement. Buyer shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Buyer, Buyer shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Seller; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Buyer's indemnification to Indemnitees as set forth herein. Buyer's obligation hereunder shall be satisfied when Buyer has provided to Seller the appropriate form of dismissal relieving Seller and the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Buyer's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Buyer from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any knowledge by Seller of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to:

a. Terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, except those which expressly survive the termination of this Agreement, or

b. Continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller, whether before or after Closing, provided Buyer pays Seller the full Purchase Price for the Property provided in Section 2.b. of this Agreement.

19. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered, or sent by facsimile, and shall be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, or (c) if given by facsimile, when sent. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Buyer:

Michelson
Richland Real Estate Fund, LLC
3161 ~~Michelson~~ Dr., St. 425, Irvine, CA 92612
Attn: Legal Department

To Seller:

Housing Authority of the County of Riverside
5555 Arlington Avenue, Riverside, CA 92504
Attn: Deputy Executive Director

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

20. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller, which consent may be withheld, conditioned or delayed in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement without the consent of Seller to any person or entity controlled by or under common control with John H. Bray, Doreen Bray, Matthew J. Bray or Julie Bray Lanzone, provided Buyer delivers to Seller an assignment and assumption agreement, first approved as to form and content by Seller, wherein Buyer assigns and delegates its rights and obligations under

this Agreement to the assignee and the assignee accepts and assumes all such rights and obligations.

21. Legal and Equitable Enforcement of this Agreement.

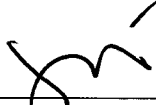
a. Default. In the event of a default under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) business days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subparagraph (b) below.

b. Remedies.

(1) Default by Seller. In the event the Close of Escrow and the acquisition of the Property by Buyer does not occur by reason of any uncured default by Seller, Buyer shall be entitled to terminate this Agreement in which case following such termination, neither party shall have any further right, remedy or obligation under this Agreement, except that Buyer shall be entitled to the return of the First and Second Escrow Deposit and the Closing Funds (if deposited with Escrow). Buyer hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Seller as a result of any uncured default by Seller under this Agreement.

(2) Default By Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE ACQUISITION OF THE PROPERTY BY BUYER DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF AN UNCURED DEFAULT OF BUYER AFTER NOTICE AND OPPORTUNITY TO CURE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY) THE AMOUNT OF \$27,500. THE RETURN TO SELLER OF THE ESCROW DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON

DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING HEREIN SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.



Buyer's Initials



Seller's Initials

c. Waiver of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

22. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "Natural Hazard Matters"). Seller has engaged or will engage the services of a third-party (who, in such capacity, is herein called the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

23. AS-IS Condition of Property.

a. AS-IS. Buyer specifically acknowledges, represents and warrants that prior to Close of Escrow, it and its agents and representatives will have had the opportunity to thoroughly inspect the Property and observe the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further

acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Close of Escrow, Buyer waives any and all right or ability to make a claim of any kind or nature against Seller, and each of its commissioners, directors, officers, employees, representatives, Property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively "Releasees") for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that except for any representations, warranties and covenants expressly made by Seller in Paragraph 14 of this Agreement neither Seller or any of Seller's Commissioners, employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property, the size of the Improvements, including without limitation, any discrepancies in square footage, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished to Buyer without any warranty of any kind from or on behalf of Seller, subject to the express representations, warranties and covenants of Seller set forth herein to the extent they survive the Closing. Buyer hereby represents and warrants to Seller that Buyer shall have had the opportunity to perform an independent inspection and investigation of the Property and also investigate and obtain knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations, warranties and covenants expressly made by Seller in Paragraph 14 of this Agreement, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, or whether the Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of Property or the square footage of the Improvements thereon or of any tenant space therein, (iii) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation

with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the American with Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the quality of any labor and materials used in any Improvements, or (viii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property.

b. No Obligation to Repair. Except as expressly agreed to in writing by Seller, any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 23 shall survive the Close of Escrow and shall not be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

24. Miscellaneous.

a. Compliance with Laws. In connection with Buyers duties and obligations under this Agreement, (i) Buyer shall comply with all applicable Federal, State and local laws and regulations, and (ii) Buyer shall comply with all applicable County of Riverside and Seller policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Buyer shall comply with the more restrictive law or regulation.

b. Effective Date. The effective date of this Agreement shall be the date this Agreement is executed by Seller ("Effective Date").

c. Administration/Agreement Liaison. The Executive Director of Seller, or designee, shall implement and administer this Agreement on behalf of Seller.

d. Nonliability of Seller Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the HOMEOWNER, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the HOMEOWNER or to its successor, or on any obligations under the terms of this Agreement.

e. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

f. Required Actions of Buyer and Seller; Further Assurances. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions

as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

g. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

i. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

j. Broker. Buyer and Seller each represent and warrant to the other party that neither has dealt with or engaged a broker in connection with this transaction, and agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by the other party as a result of a breach of this representation.

k. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

l. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

m. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

n. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

o. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

p. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

q. Entire Agreement. This Agreement, including any attachments or exhibits, supersedes any prior agreements, negotiations, and communications, oral or written, and contain the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

r. Successors and Assigns; Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

s. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

t. Governing Law; Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

u. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a lending partnership, other partnership, joint venture, or any other relationship between the parties hereto other than seller and buyer according to the provisions contained herein, or cause Seller to be responsible in any way for the debts or obligations of Borrower, or any other party.

[Remainder of page intentionally blank]

[Signatures on following page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND EXECUTED BY ITS CHAIRMAN.

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

SELLER:

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic, in its capacity as housing successor to the Redevelopment Agency for the County of Riverside

By: _____


John Benoit, Chairman
Board of Commissioners

BUYER:

RICHLAND REAL ESTATE FUND, LLC, a Florida limited liability company

By: _____


John Troutman
Vice President

Dated: AUG 23 2016

Dated: 8-10-2016

ATTEST:
KECIA HARPER-IHEM

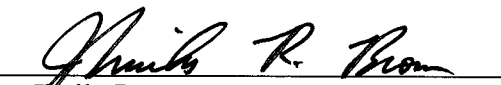
Clerk of the Board

By: _____


Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____


Thaila R. Brown,
Deputy County Counsel

Acceptance by Escrow Holder:

First American Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow.

Dated: _____

First American Title Company

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property located in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

APN 177-020-012-4: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 177-020-018-0: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

APN 177-110-005-6: THAT PORTION OF TRACT NO. 1 OF THE RE-SUBDIVISION OF THE LANDS FORMERLY BELONGING TO THE A. C. ARMSTRONG ESTATE, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 31 OF MAPS, RIVERSIDE COUNTY RECORDS, AND SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 6, PAGE 70 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT B
PROPERTY MAP
(Behind this Page)