



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.2
(ID # 4550)

MEETING DATE:

Tuesday, June 20, 2017

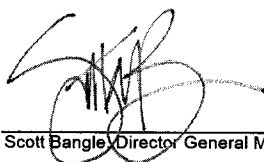
FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK AND OPEN SPACE DISTRICT: Approval of the Compensation Agreement Pursuant to Health and Safety Code Section 34180(f) For Lake Elsinore Successor Agency Transfer of Properties to City of Lake Elsinore for Future Redevelopment Activities; District 1; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve Compensation Agreement Pursuant to Health and Safety Code Section 34180(f) For Lake Elsinore Successor Agency Transfer of Properties to City of Lake Elsinore for Future Redevelopment Activities and authorize the Chairman of the Board of Directors to execute the same on behalf of the District.

ACTION: Consent




Scott Bangle, Director General Manager / Park Director 6/8/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
 Nays: None
 Absent: None
 Date: June 20, 2017
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	NO
			For Fiscal Year:	16/17

BACKGROUND:

Summary

Properties included in the agreement will be transferred to the City of Lake Elsinore by the successor agency so that the properties may be disposed of for future development projects. The Riverside County Regional Park and Open-Space District will be compensated according to the agreement at such time that the parcels are sold.

The Park District has received a request to approve the agreement from the City of Lake Elsinore. District staff recommends approval of this agreement.

County Counsel has reviewed the Agreement and approved as to form.

Impact on Citizens and Businesses

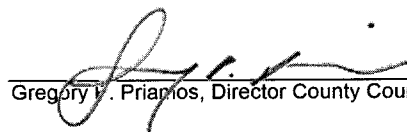
None

Attachments:

Compensation Agreement Pursuant to Health and Safety Code Section 34180(f) For Lake Elsinore Successor Agency Transfer of Properties to City of Lake Elsinore for Future Redevelopment Activities


Alex Garr

6/13/2017



Gregory V. Priamos, Director County Counsel

6/8/2017

CLERK'S COPY

☉ Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**COMPENSATION AGREEMENT PURSUANT TO HEALTH AND
SAFETY CODE SECTION 34180(f) FOR LAKE ELSINORE
SUCCESSOR AGENCY TRANSFER OF PROPERTIES TO CITY
OF LAKE ELSINORE FOR FUTURE REDEVELOPMENT
ACTIVITY**

This Agreement, dated for reference purposes as of _____, 2017 is entered into by and among the City of Lake Elsinore, the County of Riverside, the Riverside County Library System, the County of Riverside Flood Control and Water Conservation District, the County of Riverside Fire Department, the Riverside County Office of Education, the Riverside County Parks District, Mt. San Jacinto College, Elsinore Valley Cemetery District, Elsinore Valley Municipal Water District, Western Municipal Water District of Riverside County, Riverside Corona Resource Conservation District, and the Lake Elsinore Unified School District, on the basis of the following facts, understandings, and intentions of the Parties:

RECITALS

- A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.
- B. Pursuant to the Redevelopment Dissolution Statutes, the Former RDA was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying its enforceable obligations, disposing of its properties and other assets, and unwinding the affairs of the Former RDA.
- C. Accordingly, ownership of the Former RDA's Properties that had been acquired to implement the Redevelopment Plans of the Former RDA transferred to the Successor Agency for disposition in accordance with the Redevelopment Dissolution Statutes.
- D. The Successor Agency received a "Finding of Completion" from DOF on April 26, 2013, confirming that the Successor Agency had made specified required payments under the Redevelopment Dissolution Statutes, and entitling the Successor Agency to prepare and submit a Long-Range Property Management Plan (the "LRPMP", as further defined in Section 1) to the Oversight Board and the DOF for approval.
- E. The Successor Agency initially prepared and obtained Oversight Board approval of its LRPMP in October 2013, calling for certain Properties to be transferred by the Successor Agency to the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan.
- F. Notwithstanding the timely submittal of the LRPMP, the LRPMP was not approved by December 31, 2015, the statutory deadline for approval of a LRPMP. Accordingly, in January 2016, DOF issued a letter specifying that the Successor Agency must dispose of its Properties in accordance with Health and safety Code Sections

JUN 20 2017 13.2D

34177(e) and 34181(a). Since January, the Successor Agency, the Oversight Board and DOF have approved transfer of each of the properties described herein to the City for future development.

G. For properties to be transferred to the City for future development, Health & Safety Code Section Code 34180(f) requires execution of a compensation agreement among the City and the Taxing Entities providing for specified proceeds of the City's subsequent disposition of the properties to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues.

H. City and the Taxing Entities desire to enter into this Agreement to provide for the distribution of net proceeds upon the sale of the properties transferred to the City for future development.

I. The Parties desire to enter into this Agreement to provide for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section I. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) Regarding Lake Elsinore Successor Agency Transfer of Properties to City of Lake Elsinore For Future Redevelopment Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Riverside County Auditor-Controller.

(e) "City" means the City of Lake Elsinore.

(f) "DDA" means, with respect to each Property, the disposition and development agreement between the City and a Developer for that Property.

(g) "Developer" means, with respect to each Property, the developer to which the City disposes of that Property pursuant to a DDA.

(h) "Disposition Proceeds" means, with respect to each Property, the gross purchase price and other compensation, if any, actually received by the City from

the Developer in consideration for the disposition of the Property pursuant to the DDA, less the sum of the City's actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City's actual, reasonable costs for normal maintenance, management and insurance of the applicable Property from the date the Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the Property is disposed of by the City to the Developer pursuant to the DDA; plus

(2) the City's actual costs of any capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City's actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Property to prepare the Property for disposition; plus

(4) the City's actual, reasonable costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Property; plus

(5) any broker's commissions payable by the City pursuant to the DDA for the Property.

(i) "Disposition Proceeds Receipt Date" means, with respect to each Property, the date on which the City receives the proceeds from the disposition of that Property to the Developer pursuant to the DDA.

(j) "Disposition Proceeds Statement" means, with respect to each Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(k) "DOF" means the California Department of Finance.

(l) "Effective Date" has the meaning given in Section 2.

(m) "ERAF" means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(n) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(o) "Former RDA" means the Redevelopment Agency of the City of Lake Elsinore.

(p) "Interim Municipal Use" means an interim use by the City of a Property, such as for pocket parks, landscape features, bus shelters, parking lots available for community events, and others similar uses.

(q) "Interim Municipal Use Annual Operating Proceeds" means, for each Applicable Fiscal Year, the gross revenue actually received by the City from Interim Municipal Use of the Properties, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(r) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency.

(s) "Operating Proceeds Statement" means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).

(t) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(u) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(v) "Properties" mean collectively, the following three parcels of real property that are owned by the Successor Agency and that are subject to the terms of this Agreement:

(1) "Property 1": an approximately 6.1 acre property located at Spring between Limited and Lakeshore between Historic Downtown and Lake Elsinore (consisting of five (5) parcels identified as APNs 374-271-003, 004, 007, 013 and 015);

(2) "Property 2": an approximately 2.15 acre property located at Silver and Minthorn, known as APN 377-180-037; and

(3) "Property 3": an approximately 1.66 acre property located on Main between Peck and Heald at the boundary of the Cultural and Historic Districts of the Downtown Master Plan across from the Cultural Center (consisting of APNs 373-023-011, 012, 015, 024 and 025).

Each of the above Properties is referred to individually as a "Property".

(w) "Redevelopment Dissolution Statutes" means collectively ABx1 26 enacted in June 2011, as amended to date.

(x) "Redevelopment Plan" means the Consolidated Amended and Restated Redevelopment Plan for the Lake Elsinore Merged Redevelopment Project adopted by the City Council of the City by Ordinance No. 5-2010 on March 16, 2010.

(y) "Successor Agency" means the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore".

(z) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes: the County of Riverside, the Riverside County Library System, the County of Riverside Flood Control and Water Conservation District, the County of Riverside Fire Department, the Riverside County Office of Education, the Riverside County Parks District, Mt. San Jacinto College, Elsinore Valley Cemetery District, Elsinore Valley Municipal Water District, Western Municipal Water District of Riverside County, Riverside Corona Resource Conservation District, and the Lake Elsinore Unified School District.

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the City and direction by the City Council to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the "City Action"); and

(b) Approval by the Oversight Board of transfer of the Properties to the City for future development upon execution of this Agreement;

(c) Notification to DOF of the Oversight Board action and approval by DOF of the Oversight Board action in accordance with the provisions of Health and Safety Code Section 34179(h); and

(d) Signature of this Agreement by each of the parties hereto.

Promptly following the effectiveness of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

Section 3. Signatories With Respect To Certain Funds.

(a) Flood Control District Funds. The County of Riverside Flood Control and Water Conservation District (the "Flood Control District") administers the following special funds, and, in addition to entering into this Agreement for the Flood Control District itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

Flood Control Administration; and

Flood Control Zone 3.

(b) County Superintendent Funds. The Western Municipal Water District of Riverside County administers the following special funds, and, in addition to entering into this Agreement for itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

WESTERN MUNICIPAL WATER; and

WESTERN MUNICIPAL WATER 1ST FRINGE.

(c) Lake Elsinore Unified School District. The Lake Elsinore Unified School District administers the following special funds, and, in addition to entering into this Agreement for itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

LAKE ELSINORE UNIFIED SCHOOL DISTRICT; and

ELSINORE AREA ELEMENTARY SCHOOL FUND.

Section 4. Conveyance of Properties To City. Promptly following the Effective Date, and in consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6, the Successor Agency shall convey, and the City shall accept, all of the interest in and to the Properties (subject to the special provisions regarding the conveyance of the Properties). The Successor Agency shall convey the Properties by grant deed in form reasonably acceptable to the Successor Agency and the City.

Section 5. Disposition of Properties By City. Within a time frame determined by the City to yield a financially feasible and marketable development, the City shall use diligent good faith efforts to select a Developer for each Property, negotiate and obtain approval and execution of the DDA for each Property, and dispose of each Property to the Developer in accordance with the applicable DDA. City shall obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Property in accordance with the Redevelopment Plan. As required by Government Code Section 52201, the purchase price payable to the City for each Property under the applicable DDA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

By not later than the date of first published notice of the City Council public hearing for the applicable DDA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA.

Upon the execution of the DDA for each Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to each Property, the City shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on June 1, 2016, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which one or more of the Properties is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an "Applicable Fiscal Year"). Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Properties.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made on January 1, 2014, as provided by the Auditor-Controller.

(c) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that

provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement: Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(1) (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 9(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties and approved by the Oversight Board and the DOF, except as otherwise provided below. If, at the time of a proposed amendment of this Agreement, the Successor Agency and the Oversight Board have been terminated in accordance with the applicable provisions of the Redevelopment Dissolution Statutes, then the proposed amendment shall not require execution by the terminated Successor Agency or approval by the terminated Oversight Board. In that event, to obtain the approval of the DOF for such proposed amendment, the City shall transmit the proposed amendment to the DOF on behalf of the remaining Parties and seek the timely approval by the DOF for such amendment.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: List of Addresses for Notice Purposes

Exhibit B: Taxing Entities Applicable Shares of Property Taxes

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

SIGNATURE PAGES FOLLOW:

Dated: _____

APPROVED AS TO FORM:

LEIBOLD MCCLENDON & MANN, P.C.

By: _____
Barbara Leibold, City Attorney

CITY OF LAKE ELSINORE

By: _____
Robert E. Magee, Mayor

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Its: _____

RIVERSIDE COUNTY LIBRARY SYSTEM

Dated: _____

By: _____
Its: _____

RIVERSIDE COUNTY FIRE DEPARTMENT

Dated: _____

By: _____
Its: _____

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
Its: _____

LAKE ELSINORE UNIFIED SCHOOL DISTRICT on behalf of ELSINORE AREA ELEMENTARY SCHOOL FUND

Dated: _____

By: _____
Its: _____

Dated: _____

MT. SAN JACINTO COLLEGE

By: _____

Its: _____

Dated: _____

RIVERSIDE COUNTY OFFICE OF EDUCATION

By: _____

Its: _____

Dated: JUN 20 2017

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 6-8-17
SYNTHIA M. GUNZEL DATE

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

By: [Signature]
Its: KEVIN JEFFRIES, Chairman

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

RIVERSIDE CO. FLOOD CTRL. & WATER CONSERVATION DISTRICT on behalf of FLOOD CONTROL ADMINISTRATION

By: _____

Its: _____

Dated: _____

RIVERSIDE CO. FLOOD CTRL. & WATER CONSERVATION DISTRICT on behalf of FLOOD CONTROL ZONE 3

By: _____

Its: _____

Dated: _____

ELSINORE VALLEY CEMETERY DISTRICT

By: _____

Its: _____

Dated: _____

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

Dated: _____

By: _____

Its: _____

**WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE
COUNTY on behalf of WESTERN
MUNICIPAL WATER**

Dated: _____

By: _____

Its: _____

**WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE COUNTY
on behalf of WESTERN MUNICIPAL
WATER 1ST FRINGE**

Dated: _____

By: _____

Its: _____

**RIVERSIDE CORONA RESOURCE
CONSERVATION DISTRICT**

Dated: _____

By: _____

Its: _____

EXHIBIT A

Mr. Paul Angulo, Auditor-Controller
Riverside County
Auditor-Controller's Office
4080 Lemon St, 11th floor
Riverside, CA 92502-0868

Mr. Rob Field, Asst. Co. Exec. Officer/Economic Development Agency
Riverside County Library System
EDA, Cultural Services
3403 10th Street, Suite 400
Riverside, CA 92501

Mr. John R. Hawkins, Fire Chief
Riverside County Fire Department
Administration and Operations
210 W. San Jacinto Avenue
Perris, CA 92570

Mr. Grant Yates, City Manager
City of Lake Elsinore
City Administration
130 South Main Street
Lake Elsinore, CA 92530

Mr. Doug Kimberly, Ed. D., Superintendent
Lake Elsinore Unified School District
Office of Superintendent
545 Chaney Street
Lake Elsinore, CA 92530-2723

Mr. Roger W. Schultz, Superintendent/President
Mt. San Jacinto College
Administration
1499 North State Street
San Jacinto, CA 92583-2399

Ms. Judy D. White, Ed.D., Superintendent
Riverside County Office of Education
Office of Superintendent
3939 Thirteenth Street
Riverside, CA 92501

Mr. Scott Bangle, General Manager
Riverside County Parks District
Executive Team
4600 Crestmore Road
Riverside, CA 92509-6858

Jason E. Uhley, General Mgr.- Chief Engineer Riverside Co.
Flood Ctrl. & Water Conservation District Office 1995
Market Street
Riverside, CA 92501

Ms. Denice Enochs, District Manager
Elsinore Valley Cemetery District
District Office
18170 Collier Avenue
Lake Elsinore, CA 92530

Mr. John D. Vega, General Manager
Elsinore Valley Municipal Water District
Administration
31315 Chaney Street
Lake Elsinore, CA 92531

Mr. John V. Rossi, General Manager
Western Municipal Water District of Riverside County
Management
14205 Meridian Parkway
Riverside, CA 92518

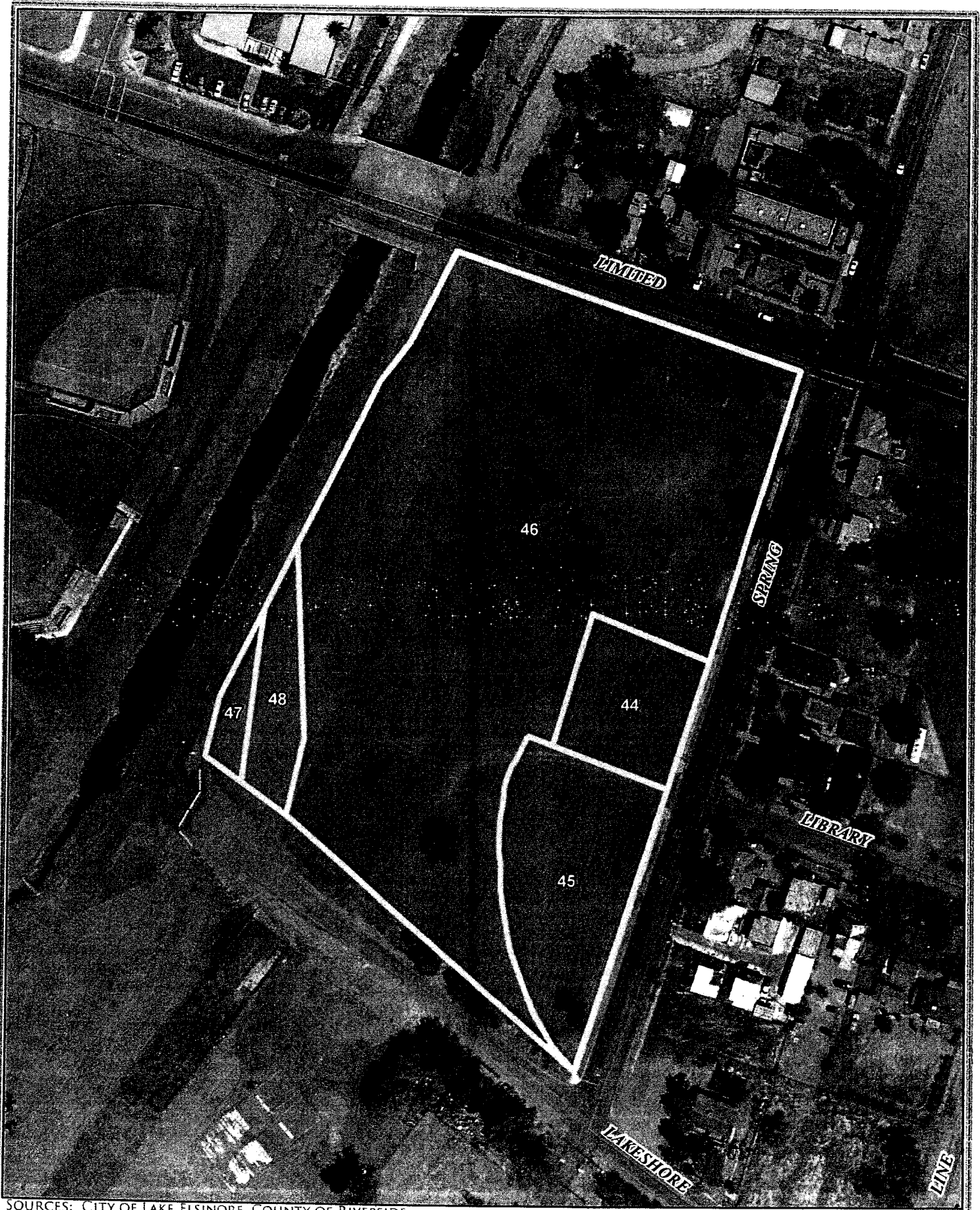
Ms. Shelli Lamb, District Manager
Riverside Corona Resource Conservation District
District Office
4500 Glenwood Drive, Bldg. A
Riverside, CA 92501

EXHIBIT B

ILLUSTRATIVE TAXING ENTITIES APPLICABLE
SHARES OF PROPERTY TAXES

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
Riverside County General	11.06%
County Free Library	1.20%
County Structure Fire Protection	4.89%
Lake Elsinore General Fund	10.17%
Lake Elsinore Unified School District	39.94%
Mt. San Jacinto Junior College	4.80%
Elsinore Area Elementary School Fund	8.75%
Riverside County Office of Education	4.94%
Riverside Co. Regional Park & Open Space	0.27%
Flood Control Administration	0.20%
Flood Control Zone 3	2.79%
Elsinore Valley Cemetery	0.83%
Elsinore Valley Municipal Water	9.04%
Western Municipal Water	1.08%
Western Municipal Water 1 st Fringe	0.03%
Riverside Corona Resource Conservation	0.01%

Map ID #44; #45; #46; #47 & #48:	Held For Development - RFP
APN:	#44: 374-271-003 #45: 374-271-004 #46: 374-271-007 #47: 374-271-013 #48: 374-271-015
Address:	N/A
Lot Size:	#44: .38 acres #45: .76 acres #46: 4.64 acres #47: .09 acres #48: .23 acres
Land Use/Zoning:	Residential Mixed Use
Acquisition Date (AD):	02/27/08
Acquisition Purpose:	Potential Civic Center Site
Purchase Price/Value @ AD:	\$4,150,000
Est. Current Value:	Unknown
Est. revenues & contract obligations re revenues:	None
Environmental Contamination History:	Unknown
Potential transit oriented development (TOD) and advancement of planning objectives of Successor Agency:	Parcels represent key connector between Historic Downtown and Lake and should be developed consistent with the Downtown Master Plan and the Successor Agency's land use objectives aimed at revitalizing the Downtown and emphasizing the Lake as a focal point/feature of the City's landscape and sports related economic and tourism activity.
History Previous Development Proposals/Activity:	Previous residential development proposals stalled and were not pursued by previous owner or potential buyers. Agency acquired for redevelopment purposes as a key site for connecting the Downtown to the Lake.
Proposed Use/Disposition:	The Site offers key economic development potential and should be held for development pursuant to a carefully developed RFP consistent with the Downtown Master Plan.
Notes:	The Parcels should be merged into a single developable parcel and adjacent City-owned property should be evaluated for inclusion in the RFP. The Successor Agency will enter into a compensation agreement with the affected taxing entities prior to Oversight Board approval of the transfer of the property to the City for future development.



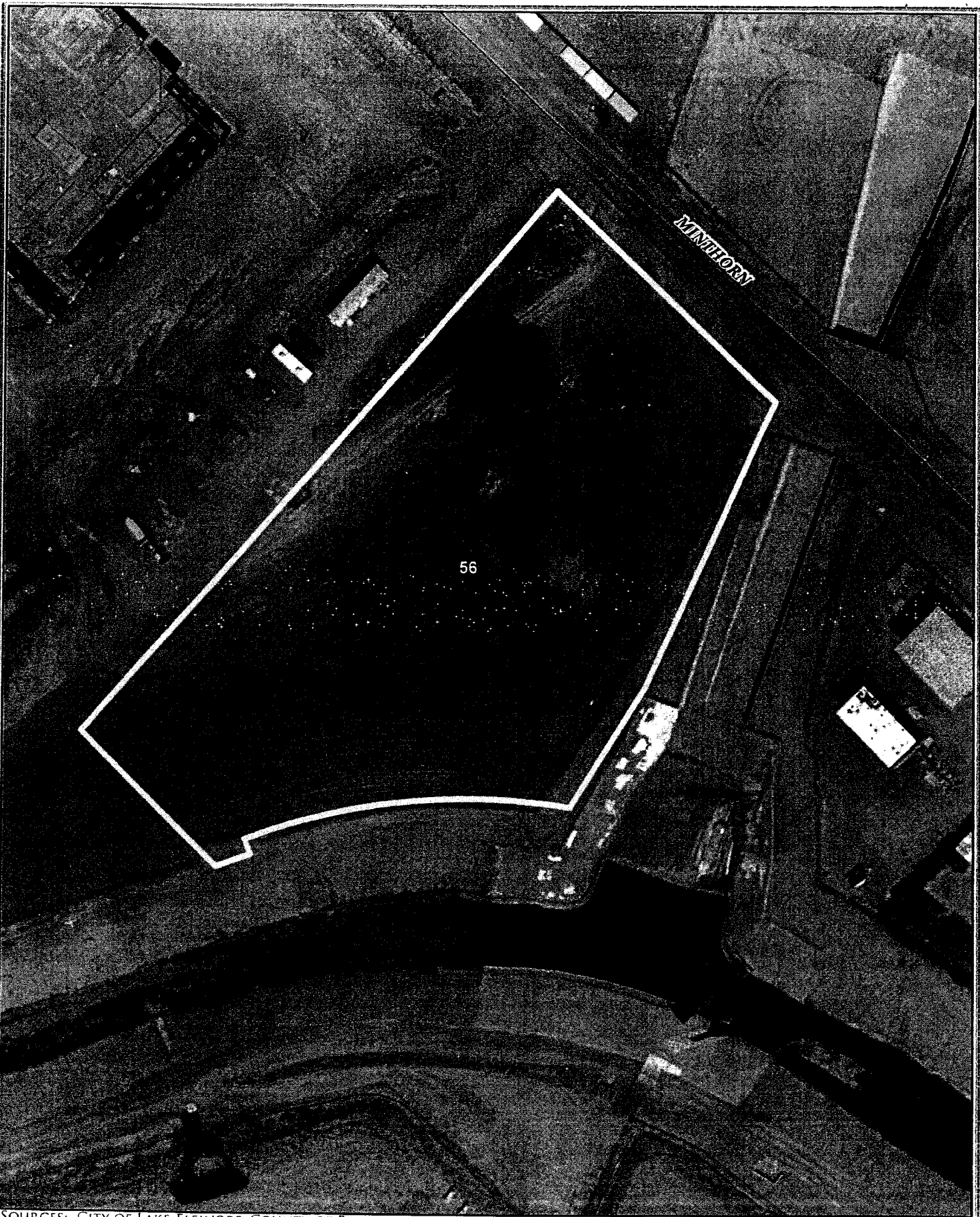
SOURCES: CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE



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IDS 44 - 48

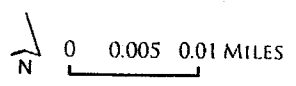
CITY OF LAKE ELSINORE
AERIAL VIEW
RDA OWNED PROPERTIES



56

MINIFORD

SOURCES: CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE



ID 56

CITY OF LAKE ELSINORE
AERIAL VIEW
RDA OWNED PROPERTIES



SOURCES: CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE



0 0.0045 0.009 MILES

IDS 3 - 7

CITY OF LAKE ELSINORE
AERIAL VIEW
RDA OWNED PROPERTIES