

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



**ITEM
4.1
(ID # 4956)**

MEETING DATE:

Tuesday, August 29, 2017

FROM : SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY:

SUBJECT: SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY: Adopt Resolution No. 2017-014, Authorization to Sell Real Property located in the Unincorporated Community of Mecca (North Shore), County of Riverside; Approval of Agreement of Purchase and Sale and Joint Escrow Instructions; District 4 [\$12,000]; Redevelopment Property Tax Trust Fund; CEQA Exempt (Clerk to File Notice of Exemption)


RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Adopt Successor Agency Resolution No. 2017-014 authorizing the sale of real property located in the Unincorporated Community of Mecca, County of Riverside, California, identified by Assessor's Parcel Number 723-222-002 (Property), in accordance with ABx126 enacted in June 2011 (as amended by AB 1484 enacted in June 2012) and the Amended Long Range Property Management Plan approved by the California Department of Finance;

ACTION: Policy


Robert Field, Assistant County Executive Officer/EDA

8/2/2017



Alex Gann

8/22/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: E.O., Recorder

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Agreement of Purchase and Sale and Joint Escrow Instructions, (including all exhibits) (Purchase Agreement) between the Successor Agency to the Redevelopment Agency for the County of Riverside (as Seller) and the County of Riverside, on behalf of the Fire Department (as Buyer) for the sale of the Property in the amount of \$8,500 (Purchase Agreement), approve the attached Grant Deed, and authorize the Chairman of the Board to execute the Purchase Agreement on behalf of the Successor Agency;
4. Authorize the Deputy County Executive Officer, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize the sale contemplated in the attached Purchase Agreement, including, but not limited to executing the Grant Deed attached to the Purchase Agreement;
5. Authorize and direct staff to submit the Purchase Agreement to the Oversight Board for approval;
6. Approve and authorize reimbursement to EDA-Real Estate in the amount not-to exceed \$12,000 for due diligence and staff expenses; and
7. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 12,000	\$ 0	\$ 12,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Redevelopment Property Tax Trust Fund			Budget Adjustment:	No
			For Fiscal Year:	
			2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

ABx1 26 enacted in June 2011 (as amended by AB 1484 in June 2012) (collectively the Dissolution Act) charges the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) with winding down the affairs of the former Redevelopment Agency for the County of Riverside (RDA). Pursuant to Health and Safety Code Section 34191.5, added by the Dissolution Act, the Successor Agency prepared a Long Range Property Management Plan (LRPMP) which identified all real property assets owned by the former RDA and recommended appropriate disposition strategies for each identified parcel. The LRPMP

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includes property profiles, a description of each property's potential use, and an explanation of the benefit of the proposed disposition strategy to the surrounding community. The LRPMP was approved by the California Department of Finance (DOF) on December 18, 2015.

The LRPMP contemplates the sale of that certain real property consisting of approximately 0.32 acres, located off Sea View Drive in the Unincorporated Community of Mecca (North Shore), County of Riverside, California, identified by Assessor's Parcel Number 723-222-002 as depicted on the attached site map (Property). In the LRPMP, the Property is designated for sale using various sale methods to properly and effectively market the Property to prospective buyers. The County of Riverside owns and operates Fire Station 41 behind the Property. The County of Riverside, on behalf of its Fire Department (Fire) now desires to purchase the Property in the amount of \$8,500. An updated appraisal conducted by Michael J. Francis, MAI, dated July 27, 2016 found the fair market value of the Property to be \$8,330. There are not-to-exceed costs of \$12,000 associated with this transaction. A companion item related to the proposed sale of the Property to Fire will be presented to the Board of Supervisors on the same date of this action.

The terms of the proposed sale of the Property from the Successor Agency to Fire are set forth in the attached proposed Agreement of Purchase and Sale and Joint Escrow Instructions, including exhibits (Agreement). The net sale proceeds, minus customary closing and escrow costs, will be disbursed to the taxing entities pursuant to the Health and Safety Code Section 34188. If approved by the Successor Agency, the Agreement will be forwarded to the Oversight Board of the Successor Agency to the Redevelopment Agency for the County of Riverside, for consideration.

The Successor Agency's disposition of the Property, in a manner consistent with the Dissolution Act, LRPMP, proposed Agreement and direction from DOF, will facilitate the unwinding of the former RDA by liquidating its property in a manner aimed at maximizing value for the benefit of the taxing entities.

Pursuant to the California Environmental Quality Act (CEQA), the sale of the Property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061 (b)(3), common sense, general rule exemption. The proposed project is the sale of vacant real property and 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 impact on the environment the conveyance is merely a transfer in title to the real property; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts. Any future development of the Property will be subject to separate CEQA environmental review prior to taking any choice limiting action or discretionary action.

Resolution No. 2017-014 and the Agreement have been approved as to legal form by County Counsel.

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Impact on Citizens and Businesses

Pursuant to the Dissolution Act, the net proceeds from the sale of the identified disposal properties will be distributed to taxing entities, including school districts, special districts and the County.

**SUPPLEMENTAL:
Additional Fiscal Information**

The following summarizes the funding necessary for the sale of the real property located in Jurupa Valley, identified as Assessor Parcel Number 723-222-002:

Estimated Title and Escrow Charges	2,000
Preliminary Title Report	500
County Appraisals (Updated)	1,000
County Staff Time (including Real Property and County Counsel Staff Time)	8,500
Total Estimated Acquisition Costs (Not-to-Exceed)	\$12,000

Attachments:

Site Map

Resolution No. 2017-014

Agreement of Purchase and Sale and Joint Escrow Instructions, with exhibits

Appraisal

Notice of Exemption

DOF Letter

RF:JWW:VC:VY:MT:ra 430ED 19.137 13665

MinuteTrak: 4956


Rekini Dasika, Principal Management Analyst 8/21/2017


Gregory H. Priamos, Director County Counsel 8/10/2017

1 BOARD OF SUPERVISORS

SUCCESSOR AGENCY TO THE
2 REDEVELOPMENT AGENCY FOR
3 THE COUNTY OF RIVERSIDE

4 RESOLUTION NO. 2017-014

5 RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR
6 THE COUNTY OF RIVERSIDE APPROVING THE SALE OF REAL PROPERTY LOCATED
7 IN THE UNINCORPORATED COMMUNITY OF MECCA (NORTH SHORE), COUNTY OF
8 RIVERSIDE, CALIFORNIA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER
9 723-222-002 TO THE COUNTY OF RIVERSIDE
10

11 **WHEREAS**, the Redevelopment Agency for the County of Riverside ("Agency") was
12 formed, existed, and exercised its powers pursuant to Community Redevelopment Law
13 (California Health and Safety Code section 33000 et seq. the "CRL");

14 **WHEREAS**, Assembly Bill No. x1 26, as modified by Assembly Bill No. 1484
15 ("Dissolution Act"), added Parts 1.8 and 1.85 to Division 24 of the CRL. As a result of the
16 Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now
17 deemed a former redevelopment agency under Health and Safety Code section 34173;

18 **WHEREAS**, Upon the dissolution of the former Agency, all authority, rights, powers,
19 duties, and obligations previously vested with the former Agency (except for the former
20 Agency's housing assets and functions) under the CRL have been vested in the Successor
21 Agency to the Redevelopment Agency for the County of Riverside ("Successor Agency") under
22 Health and Safety Code section 34173;

23 **WHEREAS**, pursuant to Health and Safety Code section 34175 (b), all real property
24 and other assets of the former Agency were transferred to the Successor Agency as of
25 February 1, 2012, including, but not limited to that certain real property located in the
26 Unincorporated Community of Mecca (North Shore), County of Riverside, California, identified
27 by Assessor Parcel Number 723-222-002, legally described in Exhibit "A" attached hereto and
28 incorporated herein by this reference ("Property");

1 **WHEREAS**, pursuant to Health and Safety Code section 34191.5 (b), an Amended
2 Long-Range Property Management Plan ("LRPMP") was prepared and submitted for review
3 and approval to the Oversight Board for the Successor Agency to the Redevelopment Agency
4 for the County of Riverside ("Oversight Board") and the California Department of Finance
5 ("DOF"). The LRPMP addresses the disposition and use of the real property owned by the
6 former Agency. The LRPMP was approved by the DOF on December 18, 2015;

7 **WHEREAS**, the LRPMP provides for disposition of the Property at its highest value.
8 The fair market value for the Property is \$8,330 based on that certain appraisal prepared by
9 Michael J. Francis, MAI on July 27, 2016;

10 **WHEREAS**, pursuant to the LRPMP, the Property is designated for sale using various
11 sale methods to properly and effectively market the Property to prospective buyers. The
12 County of Riverside owns and operates Fire Station 41 behind the subject Property;

13 **WHEREAS**, the County of Riverside, on behalf of the Fire Department ("Fire") desires
14 to purchase the Property in the amount of \$8,500 and the Successor Agency desires to accept
15 the offer received, which exceeds the fair market value of the Property;

16 **WHEREAS**, Successor Agency desires to convey the Property and County of
17 Riverside desires to acquire the Property from the Successor Agency pursuant to the terms
18 and provisions of the proposed Agreement of Purchase and Sale and Joint Escrow
19 Instructions, including exhibits, ("Purchase Agreement") attached hereto as Exhibit "B" and
20 incorporated herein by this reference;

21 **WHEREAS**, net sale proceeds, minus customary closing and escrow costs, will be
22 disbursed to the taxing entities pursuant to Health and Safety Code Section 34188;

23 **WHEREAS**, the Successor Agency has reviewed and determined that the sale of the
24 Property is categorically exempt from the California Environmental Quality Act ("CEQA")
25 pursuant to CEQA Guidelines Section 15061(b) (3) as the proposed project is the conveyance
26 of vacant real property involving merely the transfer of title to the real property, no development
27 is contemplated, and it can be seen with certainty that there is no possibility that the activity in
28

1 question will have a significant impact on the environment and will not lead to any direct or
2 reasonably foreseeable indirect physical environmental impacts; and

3 **WHEREAS**, the Successor Agency's disposition of the Property, in a manner consistent
4 with the Dissolution Act, LRPMP and proposed Purchase Agreement, will facilitate the
5 unwinding of the former Agency by liquidating its property in a manner aimed at maximizing
6 value for the benefit of the taxing entities.

7 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by
8 the Board of Supervisors of the Successor Agency to the Redevelopment Agency for the
9 County of Riverside ("Board"), in regular session assembled on August 29, 2017, in the
10 meeting room of the Board of Supervisors located on the 1st floor of the County Administrative
11 Center, 4080 Lemon Street, Riverside, California, as follows:

- 12 1. The Recitals set forth above are true and correct and incorporated herein by
13 reference.
- 14 2. The Board, based upon a review of the evidence and information presented on the
15 matter as it relates to the sale, has determined that the proposed sale is
16 categorically exempt from CEQA pursuant to State CEQA Guidelines Section
17 15061(b)(3) because it can be seen with certainty that there is no possibility that the
18 activity in question will have a significant effect on the environment because the
19 conveyance is merely a transfer in title to the real property, the transfer will not
20 prompt or require any construction activities and will not lead to any direct or
21 reasonably foreseeable indirect physical environmental impacts.
- 22 3. The Board hereby approves and authorizes the sale to County of Riverside of that
23 certain real property located in the Unincorporated Community of Mecca (North
24 Shore), County of Riverside, California, identified by Assessor's Parcel Number
25 723-222-002, as more particularly described in Exhibit "A" attached hereto, and
26 incorporated herein by this reference ("Property"), for a purchase price of \$8,500.
27 Net sale proceeds, minus customary closing and escrow costs, will be disbursed to
28 the taxing entities pursuant to Health and Safety Code Section 34188.

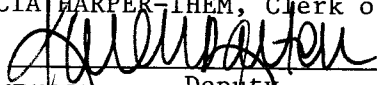
4. The Board hereby approves the Agreement of Purchase and Sale and Joint Escrow Instructions, including exhibits, attached hereto as Exhibit "B" and incorporated herein by this reference ("Purchase Agreement"), and authorizes and directs the Chairman of the Board to execute the Purchase Agreement on behalf of the Successor Agency.
5. The Board hereby authorizes and directs the Deputy County Executive Officer, or designee, to take any actions and execute any documents necessary to implement the disposition of the Property pursuant to the terms approved in this Resolution and the Purchase Agreement, including, but not limited to a grant deed, and to administer the Successor Agency's obligations, responsibilities, and duties to be performed under said Purchase Agreement, subject to approval by County Counsel.
6. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
7. The Deputy County Executive Officer or designee is hereby authorized and directed to submit a copy of this Resolution, including all exhibits, to the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside for review and approval.

ROLL CALL:

Ayes: Jeffries, Washington, Perez and Ashley
 Nays: None
 Absent: Tavaglione

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 

MT:jb/071117/430ED/19.136 S:\Real Property\TYPING\Docs-19.000 to 19.499\19.136.doc

FORWARDED TO COUNTY COUNCIL
 BY: JAILA R. BROWN
 DATE: 8-9-17

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EXHIBIT A
LEGAL DESCRIPTION

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

Lot 70 of North Shore Beach Estates, in the County of Riverside, State of California, as shown by Map on file in Book 36, Pages 23 and 24 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No: 723-222-002

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EXHIBIT B
AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS
(behind this page)

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Address: Seaview Drive, Mecca
APN No: 723-222-002
Project: North Shore Fire Station

Escrow No. _____

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of this ____ day of _____ 2017, and constitutes an agreement by which the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, public entity (“Seller”) agrees to sell to, and COUNTY OF RIVERSIDE, a political subdivision of the State of California (“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;

WHEREAS, Pursuant to the Dissolution act all authority, rights, powers, duties and obligations of the former RDA under the CRL (except for housing assets and functions) have been vested in Seller; 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 Dissolution Act, and the terms and provisions set forth below.

The terms and conditions of this Agreement and the instructions to Lawyers Title Company, Attn: Colleen Graves 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 vacant land approximately 0.32 acres total in size, located off Sea View Drive in the Unincorporated Community of Mecca, County of Riverside, California, also known as Assessor's Parcel Number 723-222-002 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, and 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 parcel 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.

a. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Acquisition.

a. Board of Supervisor's Approval. The conveyance of the Property by Seller shall be subject to the approval of Seller's Board of Supervisors. The acquisition of the Property by Buyer shall be subject to the approval of the Buyer's Board of Supervisors.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be Eight Thousand Five Hundred Dollars (\$8,500) ("Purchase Price"), which Seller and Buyer agree is the fair market value of the Property based on an Appraisal Report prepared by Michael J. Francis, M.A.I., dated July 27, 2016.

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

a. Closing Funds. Within ten (10) 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 First Escrow Deposit. 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 ninety (90) 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 ninety (90) days after the Opening Date, Escrow Holder shall deposit the First 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 forty five (45) 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 shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no 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. After Seller's cancellation, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit.

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 willingness of the Title Company to issue its CLTA 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 fifteen (15) business 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 July 29, 2016 ("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 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 completed 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 notify Seller of any objectionable 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. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of Supervisors, 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. From and after the Opening Date, Buyer and Buyer's representatives, agents and designees shall have the right to (a) consult with any party for any purpose relating to the Property, (b) enter upon the Property during normal business hours, at Buyer's sole cost and expense, for any reasonable purpose in connection with Buyer's proposed purchase, development or operation of the Property, including, without limitation, to examine all books, records and files of Seller (or its agents) relating to the Property and to make such inspections, investigations and tests as Buyer may elect to make.

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 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. 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 ten (10) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following:

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.

10. Costs and Expenses. The cost and expense of the Title Policy attributable to CLTA coverage, plus the cost attributable to an endorsement insuring Buyer's title against any mechanics' liens as of the Closing Date, 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 Buyer and Seller for document drafting, recording, and miscellaneous charges. 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. Buyer and Seller acknowledge that both parties are public entities exempt from payment of any real property taxes. As such, there will be no proration of taxes through 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"). Escrow Holder is instructed not to affix the amount of documentary transfer tax on the face of the Deed, but to supply same by separate affidavit.

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. Documents to Seller. Deliver, when issued, the Title Policy, to Seller.

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 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. 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 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.

k. 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 Five Hundred Dollars

(\$500) if the Closing shall have occurred. This Paragraph 14.1 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, "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. LIABILITY AND INDEMNIFICATION. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it or any of its officers, agents or employee, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent

that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose each party indemnifies, defends and holds harmless the other party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2. The indemnification and hold harmless obligations set forth in this paragraph 17 shall survive the close of escrow, and earlier termination of this Agreement.

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.

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: County of Riverside
Fire Department
210 West San Jacinto Ave
Perris, California 92570
Attention: Jason Neuman

To Seller: Successor Agency to the Redevelopment Agency
for the County of Riverside
C/O Economic Development Agency
Real Estate Division
3403 10th Street, Suite 400
Riverside, California 92501
Attn: Monica Tlaxcala/Yolanda King

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.

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 subsection (b) below.

b. Remedies.

(1) Default by Seller. In the event of 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 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, Seller 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 Seller shall be entitled to the return of any funds deposited into Escrow. Seller hereby waives any right it may have to seek specific performance, consequential, punitive or any other damages from Buyer as a result of any uncured default by Buyer 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 acknowledges and agrees that the Property shall be conveyed by Seller to Buyer in an "as is" physical condition, with no warranty, express or implied by Seller as to the presence of Hazardous Substances, or the condition of the soil, its geology or the presence of known or unknown faults. If the condition of the Property is not in all respects entirely suitable for the use or uses to which such Property will be put, then it is the sole responsibility and obligation of Buyer to place the Property in all respects in a condition entirely suitable for the development thereof, solely at Buyer's expense.

b. No Obligation to Repair. 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. Effective Date. The effective date of this Agreement shall be the date this Agreement is fully executed by both parties ("Effective Date"). If the parties execute this Agreement on separate dates, then the last date the Agreement was executed by a party shall be the Effective Date.

b. 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.

c. Required Actions of Buyer and Seller. 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 here contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

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

e. 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.

f. 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.

g. 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. The parties agree to indemnify and save harmless the other party from and against all claims, costs, liabilities and expenses (including court costs and reasonable attorney's fees) incurred by the indemnified party as a result of a breach of this representation.

h. 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.

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

j. 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

k. 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.

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

m. 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.

n. 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.

o. Successors and Assigns. Subject to paragraph 21, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

p. 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 valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

25. Reserved.

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED AND EXECUTED BY THE BOARD OF SUPERVISORS FOR EACH PARTY.

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

SELLER:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE, public entity

By: _____
John Tavaglione, Chairman
Board of Commissioners

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

BUYER:

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

By: _____
John Tavaglione, Chairman
Board of Supervisors

Dated: _____

ATTEST:
KECIA HARPER-IHEM

Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Synthia M. Gunzel
Supervising Deputy County Counsel

Acceptance by Escrow Holder:

Lawyers 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: _____

Lawyers Title Company

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

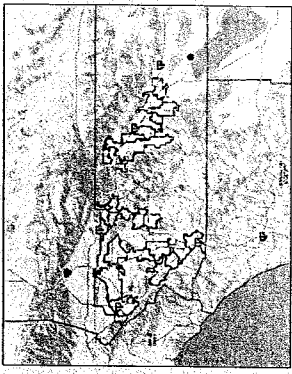
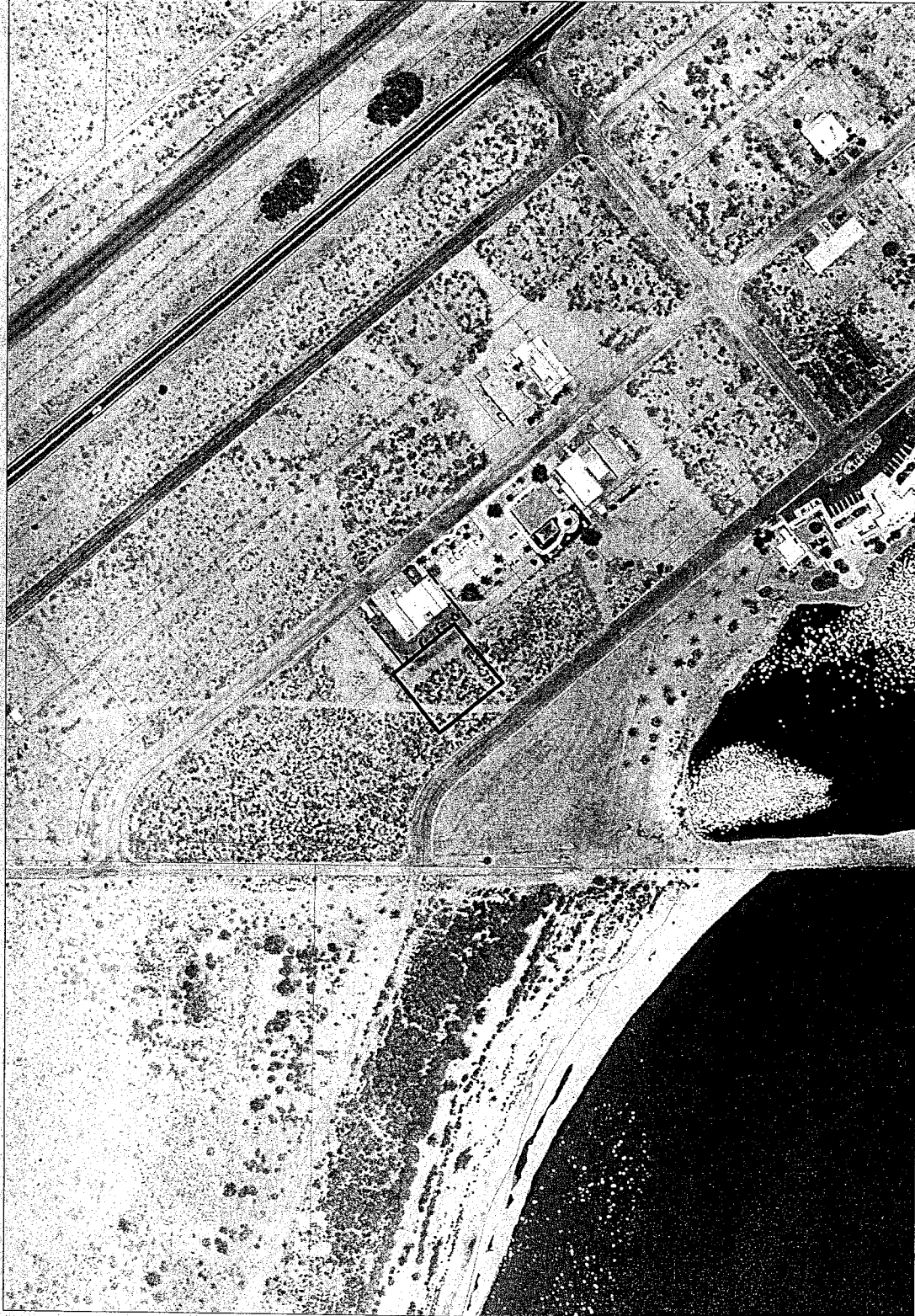
All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot Seventy (70) of North Shore Beach Estates, in the County of Riverside, State of California, as shown by Map on File in Book 36 Pages 23 and 24 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 723-222-002

North Shore

APN: 723-222-002



Legend

Notes
RDA Sale
District 4

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

REPORT PRINTED ON... 6/26/2017 11:14:33 AM

© Riverside County RCIT GIS



0 283 566 Feet



Recorded at request of and return to:
County of Riverside
Fire Department
210 West San Jacinto Ave
Perris, California 92570

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

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

PROJECT: LRPMP
APN: 723-222-002

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency for the County of Riverside, public entity ("Grantor") hereby grants to County of Riverside, a political subdivision of the State of California, the real property in the 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. Grantee, its successors and assigns, shall maintain any improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of issuance of a temporary certificate of occupancy by the governmental entity with jurisdiction over the Property, reasonable wear and tear expected. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining a security devices in good working order. In the event of the Grantee's or any successor's failure to comply with this Section, the Grantor, on thirty (30) day prior written notice, may cause such compliance and upon the completion thereof, its cost shall be borne by the Grantee or its successor (as the case may be) and until paid, shall be a lien against the Property.

4. 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.

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

6. 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.

7. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized this _____ day of _____, 20__.

GRANTOR:

Successor Agency to the Redevelopment
Agency to the County of Riverside, public entity

By: _____
Alex Gann,
Deputy County Executive Officer

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Jhaila R. Brown,
Deputy County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2017 from the Successor Agency to the Redevelopment Agency for the County of Riverside, public entity, to the County of Riverside, a political subdivision of the State of California referred to herein and in the deed as "Grantee," is hereby accepted by the undersigned officer on behalf of the County of Riverside pursuant to Resolution No. 2017-150 adopted by the Board of Supervisors on _____, 2017, and the Grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:

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

By: _____
John Tavaglione
Chairman

Date: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____
Synthia M. Gunzel
Supervising Deputy County Counsel

RESTRICTED APPRAISAL REPORT

The land value of approximately 5 properties encompassing 23 assessor parcel numbers and representing a total of approximately 622.88 acres of vacant land located in Riverside County, California (Please see attached properties list)

PREPARED FOR:

Ms. Monica Tlaxcala
Real Property Agent
Real Estate Division
County Of Riverside - Economic Development Agency
on behalf of the Successor Agency to the
Redevelopment Agency for the County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92501

PREPARED BY:

Michael J. Francis, MAI
P.O. Box 11808
Newport Beach, CA 92658

VALUATION DATE

July 27, 2016

DATE PREPARED

July 27, 2016

MICHAEL J. FRANCIS, MAI
Real Estate Appraiser and Consultant

July 27, 2016

Ms. Monica Tlaxcala
Real Property Agent
Real Estate Division
County Of Riverside - Economic Development Agency
on behalf of the Successor Agency to the
Redevelopment Agency for the County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92501

RE: The land value of approximately 5 properties encompassing 23 assessor parcel numbers and representing a total of approximately 622.88 acres of mostly vacant land located in Riverside County, California (Please see attached properties list)

Dear Ms. Tlaxcala,

Pursuant to your request and authorization, I have conducted the investigations and analyses necessary to form an opinion the market value of the Fee Simple Estate of the above referenced the subject properties which are further described on the following page. As you are aware, I have previously performed a Restricted Appraisal Report on the above referenced properties (36 in total) for your office in May 2015. In this Restricted Appraisal Report I have appraised only subject property # 6, 7, 29, 30 and 31.

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements as set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). It contains statements relating to my opinion as to the highest and best use of the subject properties, my estimate of market value for the subject properties, as well as other report information as required under USPAP. Please note that USPAP requires that I inform you that as a restricted report, there is a use restriction that limits reliance on the report to you, my client and furthermore please be warned that this report cannot be understood properly without additional information in my work files.

Based upon the investigations conducted, analyses made, and on my experience as a real estate analyst and appraiser and subject to the Assumptions and Limiting Conditions set forth in the report, I have formed the opinion of the Market Value of the subject properties as of July 27, 2016 as shown on the following page.

P.O. Box 11808, Newport Beach, CA 92658
Tel: (949) 306-3388 * Fax: (949) 528-1300 * Email: mfrancismai@aol.com

Estimate of Market Value

Property No.	APN No.	Permissible Use Detail	Address	APN #	Approx. Lot Size (acres)	Approx. Lot Size (Sq. Ft.)	Current Zoning	Estimate of Current Market Value / SF	Estimate of Current Market Value
6	8	North Shore Fire Station - Relocation Property	Sea View Dr North Shore	723-222-002	0.32	13,883	C-P-S (Scenic Highway Commercial)	\$0.60	\$8,330
6	9	North Shore Fire Station - Relocation Property	Sea View Dr North Shore	723-222-003	0.32	13,922	C-P-S (Scenic Highway Commercial)	\$0.60	\$8,353
				Property 6 Totals:	0.64	27,805		\$0.60	\$16,683
7	10	Future Thermal Library Property	Church St/Olive St Thermal	757-062-003	4.38	190,793	M-SC	\$1.50	\$286,189
29	59	Mecca Senior Center Surplus Property	91236 1st St Mecca	727-184-031	0.12	5,227	C-P-S (Scenic Highway Commercial)	\$4.15	\$21,693
29	60	Mecca Senior Center Surplus Property	66th Ave, Mecca	727-184-037	0.18	7,841	C-P-S (Scenic Highway Commercial)	\$4.15	\$32,539
29	61	Mecca Senior Center Surplus Property	66th Ave, Mecca	727-184-030	0.06	2,614	C-P-S (Scenic Highway Commercial)	\$4.15	\$10,846
29	62	Mecca Senior Center Surplus Property	91224 1st St, Mecca	727-184-016	0.12	5,429	C-P-S (Scenic Highway Commercial)	\$4.15	\$22,530
29	63	Mecca Senior Center Surplus Property	66th Ave, Mecca	727-184-032	0.05	2,178	C-P-S (Scenic Highway Commercial)	\$4.15	\$9,039
29	64	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-010	0.07	2,942	C-P-S (Scenic Highway Commercial)	\$4.15	\$12,209
29	65	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-011	0.06	2,682	C-P-S (Scenic Highway Commercial)	\$4.15	\$11,130
29	66	Mecca Senior Center Surplus Property	91200 1st St, Mecca	727-184-015	0.40	17,562	C-P-S (Scenic Highway Commercial)	\$4.15	\$72,882
29	67	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-024	0.05	2,178	C-P-S (Scenic Highway Commercial)	\$4.15	\$9,039
29	68	Mecca Senior Center Surplus Property	91215 2nd St, Mecca	727-184-008	0.15	6,453	C-P-S (Scenic Highway Commercial)	\$4.15	\$26,780
29	69	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-033	0.09	3,920	C-P-S (Scenic Highway Commercial)	\$4.15	\$16,270
				Property 29 Totals:	1.36	59,026		\$4.15	\$244,958
30	70	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-006	217.69	9,482,576	M-H (Manufacturing Heavy)	\$0.35	\$3,318,902
30	71	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-007	22.22	967,903	M-H (Manufacturing Heavy)	\$0.35	\$338,766
30	72	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-008	17.10	744,876	M-H (Manufacturing Heavy)	\$0.35	\$260,707
30	73	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-009	149.22	6,500,023	M-H (Manufacturing Heavy)	\$0.35	\$2,275,008
30	74	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-010	127.23	5,542,139	M-H (Manufacturing Heavy)	\$0.35	\$1,939,749
30	75	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-011	37.84	1,648,269	M-H (Manufacturing Heavy)	\$0.35	\$576,894
30	76	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-050-003	40.39	1,759,388	M-H (Manufacturing Heavy)	\$0.35	\$615,786
				Property 30 Totals:	611.69	26,645,175		\$0.35	\$9,325,811
31	77	Trumble Road Commercial Property	25351 Trumble Road Romoland	329-020-009	0.91	39,640	C-P-S (Scenic Highway Commercial)	\$7.25	\$287,387
31	78	Trumble Road Commercial Property	25351 Trumble Road Romoland	329-020-022	3.91	170,320	C-P-S (Scenic Highway Commercial)	\$7.25	\$1,234,817
				Property 31 Totals:	4.82	209,959		\$7.25	\$1,522,204
		Grand Totals:			622.88	27,132,758		\$0.42	\$11,395,845

NOTE:

- 1) There are a total of 5 subject properties, many of which contain multiple APNs. The rows have been colored to visually help separate the properties.
- 2) The total figures (ie. - total acreage, total SF, \$/SF and total property value estimate) for each of the 5 subject properties are shown above in bold.
- 3) The Grand Total shows the overall average estimated market value per SF (ie. - for all 5 subject properties).
- 4) With respect to APNs that are adjacent to each other, the estimated value of these APNs assumed that they are sold together as a single property.

The narrative report which follows sets forth the data and analysis upon which my opinion of value is, in part, predicated.

Respectfully submitted,

A handwritten signature in cursive script that reads "Michael J. Francis".

Michael J. Francis, MAI
CA State Cert. No.: AG002243

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ADDENDA

- Qualifications of the Appraiser

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional, analyses, opinions, and conclusions.
- I have no present or prospective interest in the properties that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have no bias with respect to any properties that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the properties that is the subject of this report in May 2015, however, I have not personally inspected the subject properties since then.
- I have performed no services, as an appraiser or in any other capacity, regarding the properties that is the subject of this report within a three year period immediately preceding acceptance of this assignment.
- No one provided significant real properties appraisal assistance to the person signing this report as stated herein.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

Respectfully submitted,



Michael J. Francis, MAI
CA State Cert. No.: AG002243

Assumptions and Limiting Conditions

The analyses and opinions set forth in this appraisal are subject to the following assumptions and limiting conditions:

General Assumptions and Limiting Conditions

This Restricted Appraisal Report that is intended to comply with the reporting requirements as set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). It contains statements relating to my opinion as to the highest and best use of the subject properties, my estimate of market value for the subject properties, as well as other report information as required under USPAP. Please note that USPAP requires that I inform you that as a restricted report, there is a use restriction that limits reliance on the report to you, my client and furthermore please be warned that this report cannot be understood properly without additional information in my work files.

I reserve the right to change the value conclusion set forth within should additional information be made available or uncovered by your appraiser that was not previously available for my review and analysis as of the effective date of this appraisal.

Information contained in this appraisal has been gathered from sources which are believed to be reliable, and, where feasible, has been verified. No responsibility is assumed for the accuracy of information supplied by others.

I assume no responsibility for economic or physical factors which may affect the opinions herein stated which may occur at some date after the date of value.

The properties is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

Maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the appraisal. They should not be considered as surveys nor relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.

Your appraiser has inspected the subject properties as far as possible by observation; however, it was impossible to personally inspect below ground conditions; therefore, no representation is made as to these matters unless specifically indicated within this appraisal.

Your appraiser shall not be required, by reason of this appraisal, to give testimony or to be in attendance in court or any governmental or other hearing with reference to the properties without prior arrangements having first been made relative to such additional employment.

I am a member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal signed by such member. Therefore, except as hereinafter provided, the party for whom this appraisal was prepared may distribute copies of this appraisal, in its entirety, to such third parties as may be selected by the party for whom this appraisal was prepared; however, selected portions of this appraisal shall not be given to third parties without the prior written consent of the signatories of this appraisal. Further, neither all nor part of this appraisal shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal.

Assumptions and Limiting Conditions Specific to the Subject Properties

It is my understanding and I assume for purposes of this report that all of the subject properties represent vacant land which are unencumbered by any leases. It is further my understanding and I assume for purposes of this report that all of the subject properties have legal property access and nearby utility access and are not located in a significantly detrimental flood zone (i.e.- a flood plain, etc.).

The acreages for some of the parcels for Properties No. 6, 29 and 30 were not provided in public county records. They were confirmed through additional public record sources in order to identify the correct approximate acreage for purposes of this update. Furthermore, please note that all of the subject's parcel sizes given in this report were confirmed with public records. Please also note that the subject's parcel sizes given in my original May 2015 appraisal report were based on parcel size information provided to me by my client and differs from the parcel sizes given in this report for some of the subject's parcels. For purposes of this report, I have assumed that the parcel sizes given and utilized in this report are accurate and should this found later not to be the case, I reserve the right to adjust my opinion of value accordingly.

Subject property information (i.e.- zoning, APN / Address information, permissible land use, and so forth) presented herein was provide to your appraiser by my client and checked by your appraiser where possible and is assumed to be correct. Please note that all of the subject properties were appraised with their current zoning, but as part of the valuation process I have also considered the highest and best use of each subject property as discussed within the Highest and Best Use section of this report. Should any of the assumptions made in this paragraph found later not to be the case, I reserve the right to adjust my opinion of value accordingly.

No engineering survey of the boundaries of the subject properties was undertaken by your appraiser. All areas and dimensions furnished and reported herein are presumed to be correct. Should a future engineering study be conducted which results in

measurements or figures different from those reported herein, and if such difference affects my value estimate as presented herein, I reserve the right to adjust my opinion of value accordingly.

I have not been provided with a preliminary title report for any of the subject properties. No responsibility is assumed for matters which are legal in nature. No opinion of title is rendered, and the properties is appraised as though free of all encumbrances and the title is assumed to be marketable. I assume that there are no items in the subject's title reports which would negatively affect my value estimates presented within this report. It is assumed that easements, if any, would reflect normal utility easements and/or access easements which do not adversely affect the value of the subject properties. In my valuation analysis of the subject properties, I have assumed that the subject properties have clear and marketable title. Properties taxes on the subject properties, if applicable, are assumed to be current. Should any of the assumptions made in this paragraph found later not to be the case, I reserve the right to adjust my opinion of value accordingly.

I have not been provided with an environmental report for the subject properties. Your appraiser did not detect the existence of any hazardous and/or toxic materials on the subject properties which posed a hazardous threat to the subject properties. Your appraiser has no knowledge of the existence of such harmful materials on or in the properties. Your appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos or other potentially hazardous materials may affect the value of the properties. The value estimate is predicated on the assumption that there are no such hazardous and/or toxic materials on or in the properties that would cause a loss in value. No responsibility is assumed for any such condition, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

I have not received soils reports for the subject properties. I explicitly assume that the subject property's soils do not contain any unusual conditions and that there are no

adverse soil conditions at the subject properties. I also assume that the subject's soils conditions will not negatively affect the value of the subject properties.

The subject properties are not located within 1,000 yards of the ocean and none of the subject properties are assumed to be in a designated wetland area. It is, therefore, assumed that the subject either satisfies, or is not affected by, the State or Federal wetlands acts/regulations.

INTRODUCTION

Purpose of the Appraisal Report / Identification of the Properties

The purpose of this appraisal report to estimate the current market value of the subject properties that are identified herein.

Appraisal Client / Intended User

My appraisal client and the intended user of this appraisal report is the County of Riverside Economic Development Agency on behalf of the Successor Agency to the Redevelopment Agency for the County of Riverside.

Function or Intended Use of the Appraisal Report / Appraisal Client

The function or intended use of this appraisal report is for the use of my client with respect to internal property analysis purposes.

Scope of the Appraisal

The scope of this appraisal includes the process of collecting primary and secondary data (i.e., CoStar Comps, TRW, etc. for sale data) relative to the subject properties along with the supporting market data and various data and information concerning the subject properties. This data has been analyzed and confirmed, whenever possible, leading to the value conclusions set forth herein.

This is a Restricted Appraisal Report that is intended to comply with the reporting requirements as set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). It contains statements relating to my opinion as to the highest and best use of the subject properties, my estimate of market value for the subject properties, as well as other report information as required under USPAP. Please note that USPAP requires that I inform you that as a restricted report, there is a use restriction that limits reliance on the report to you, my client and furthermore please be warned that this report cannot be understood properly without additional information in my work files.

The Sales Comparison Approach was determined to be the most appropriate approach to determine value and has been used to estimate the market value of the properties. Please refer to the Sales Comparison Approach section, given later in this report, for further explanation of what this approach entailed.

Date of the Appraisal / Date of Subject Properties Inspection

The opinions expressed in this report are stated as of July 27, 2016. I last performed a drive-by inspection of the subject properties on May 18, 2015 and May 19, 2015.

Date of Appraisal Preparation

The appraisal was prepared on July 27, 2016.

Interest Appraised

All of the other subject properties are reportedly unencumbered by a lease and, therefore, the estimated values for all of the subject properties reflect the market value of the Fee Simple Estate.

Market Value Defined

The term Market Value¹ is defined as follows:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the properties would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the properties at the time of the appraisal.

¹Uniform Appraisal Standards for Federal Land Acquisitions, Section B-2, Page 30.

Highest and Best Use Defined

Highest and Best Use² is an appraisal concept which has been defined as follows:

That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.

Fee Simple Estate Defined

The term Fee Simple Estate³ is defined as follows:

Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.

Exposure Time Defined

The term Exposure Time⁵ is defined as follows:

The estimated length of time the properties interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

Marketing Time Defined

The term Marketing Time⁶ is defined as follows:

1. The time it takes an interest in real properties to sell on the market subsequent to the date of the appraisal;

²Real Estate Appraisal Terminology, Byrl N. Boyce, Ph.D., Ed., Ballinger Publishing Company, Cambridge, Massachusetts, 1981.

³Real Estate Appraisal Terminology, Byrl N. Boyce, Ph.D., Ed., Ballinger Publishing Company, Cambridge, Massachusetts, 1981.

⁵ USPAP, 1998 Edition, Statement on Appraisal Standards No. 6.

⁶ The Dictionary of Real Estate Appraisal, 3rd Edition, 1993.

2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real properties at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the properties to a pool of prospective purchasers and to allow the appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Properties Ownership / Legal Description

Property ownership and legal descriptions are contained in my work files.

Properties History

Property histories are contained in my work files.

Subject Property Description

As shown in the previously given subject property valuation summary chart, there are a total of 5 subject properties which encompass 23 APNs and approximately 622.88 acres. Also, in the previously given subject property valuation summary chart is subject property information relating to parcel sizes, zoning, APN / address information, permissible land uses, and so forth. It is my understanding that all of the subject properties represent vacant land which are unencumbered by any leases. Please refer to the Assumptions and Limiting Conditions, given earlier in this report, for other assumptions utilized with respect to the subject properties.

AREA DESCRIPTION

Riverside County Description

The subject properties is situated in a part of the greater Los Angeles area which is known as the "Inland Empire" which is composed of Riverside and San Bernardino Counties. A Location Map is included for reference on the preceding page. Riverside and San Bernardino Counties ("Inland Empire") represent contiguous counties that are located in the southeastern portion of the state. The western portions of these counties combine to form the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA), the sixth largest MSA in the state of California.

Riverside County encompasses an area of approximately 7,300 square miles. The western portion of the county is separated from the rest of the area by a series of mountain ranges, including the San Jacinto and Santa Ana ranges. With more than 20,000 square miles in area, San Bernardino County is geographically the largest county in the nation. More than 90% of the county is desert, consisting of low mountains, valleys, and dry lakebeds.

The Inland Empire has an international airport, transcontinental railroads, major interstate highways, numerous trucking companies, and facilities within operating proximity to the two largest West Coast ports: Los Angeles and Long Beach. Additionally, the Inland Empire's strategic location allows businesses based here to rapidly serve markets throughout California, in the western states, and in Pacific Rim countries.

Riverside and San Bernardino Counties extend about 200 miles easterly to the Colorado River on the Arizona Border, to within 50 miles of the Pacific Ocean. The majority of the population resides within the metropolitan area surrounding the cities of Riverside and San Bernardino, both situated near the westerly end of their respective counties. The varied county topography includes level land areas, mountains, valleys, dry lake beds, the Colorado River Valley, the San Gabriel and San Bernardino

Mountains, several lakes and a large valley which forms a part of Southern California's citrus belt.

All modes of transportation are available to Inland Empire. A well-integrated freeway system serves the general area. Freeways which link the Inland Empire to business centers of Southern California include Interstate Highways 10, 15, and 215, and California State Highways 60 and 91. The subject properties has adequate local and regional access.

The Inland Empire has excellent rail service, with the largest switching yard west of Chicago located in the cities of Colton and Rialto. The area is serviced by the Santa Fe, Southern Pacific, and Union Pacific Railroads. Commuter rail service has been instituted between San Bernardino and downtown Los Angeles as well as Riverside and downtown Los Angeles. This service is provided by the Metrolink commuter train system which connects to the Los Angeles subway system at Union Station northeast of the Los Angeles downtown area.

Overall, the region's natural and man-made physical environment provides adequate resources for commercial and residential development.

Population

The San Bernardino-Riverside Counties area is one of the fastest growing regions in the nation. This is attributable to a desirable physical environment, low housing costs, and a diverse mixture of industry experiencing expansion. Since 1950, population in the area has rapidly. According to the US Census Bureau, in 2000 the population of Riverside County was 1,545,387 and in 2010 the population had grown to 2,189,641, reflecting a 41.7% population increase. The 2015 population estimate for Riverside County is 2,361,026 reflecting an approximate 7.8% increase over the 2010 population figure. These positive population growth trends are expected to continue as less expensive commercial, industrial and residential land attracts residents and businesses from the more expensive and intensely developed Los Angeles and Orange County

regions. Migration to the region by industrial and service businesses, families searching for more affordable housing and the natural growth of a relatively young population have all added to the positive changes that have taken place. Further demographic and other information for the County of Riverside may be found in the addenda.

Economy

Similar to the national economy, the economy of Riverside County continues to recover and improve from the previous prolonged national economic recession. Riverside County continues to offer a diverse labor pool, abundance of affordable land available for development, and the increasing population base. Further data relating to the economy of the region may be found in the addenda. Overall, the long term economic trends are positive, with forecasted increasing retail sales and real estate values as the national economic conditions continue to improve. These long term trends should ultimately positively impact the region.

Regional Area Conclusion

Riverside County is continuing to experience an expansion of its population and economic base, albeit at a somewhat slower pace in recent years, precipitated by affordable housing and direct access to major employment centers via the area's network of freeways. The growth of the local housing market is due to the area's relatively abundant supply of affordable land and direct access to employment. There is a growing trend of younger families who work in the Orange - Los Angeles Counties metropolitan area and moving to the San Bernardino-Riverside area to find affordable housing. New commercial and industrial businesses are also attracted to the area by an available labor pool, relatively close proximity to major metropolitan areas and lower land costs. In summary, this combination of social and economic forces will continue to generate demand for properties such as the subject properties.

According to brokers interviewed and sales data in my files, in general, prior to 2013 land sale prices in Riverside County were flat to very gradually increasing. However, starting in 2013 to the present, land prices have experienced more appreciation in the range of say 3% to 7% per year (say approximately 5% per year on average), depending on primarily upon property location. Consequently, I have based my time adjustments for market conditions for the land sale comparables analyzed within this report, accordingly.

The majority of the subject properties are located within fair proximity to local shopping facilities and restaurants and within a generally reasonable commuting distance to major retail and commercial centers within the greater region. Overall, in general, the subject properties and their surrounding environments appear to contain all the elements to ensure continued growth and economic viability.

HIGHEST AND BEST USE

Highest and Best Use is an appraisal concept which has been defined as follows:

That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.

The highest and best use of a properties is an economic concept that measures the interaction of the following four criteria – legally permissible, physically possible, financially feasible and maximally productive. The determination of a property's highest and best use is a critical appraisal component that provides the valuation framework upon which comparable market information is derived. Such comparable data includes cost, sales, and income and expense data pertaining to the property's concluded best use.

To render a reliable use and value estimate, the highest and best use of the properties as if vacant must be considered separately from the highest and best use of the properties as improved. This is because the site must be valued as though vacant and available for development to its highest and best use even if the property's existing improvements do not represent the highest and best use of the site. Given that the subject properties all represent vacant land, the following discussion relates only to the highest and best use considerations of the subject as vacant followed by supporting analyses and conclusions.

HIGHEST AND BEST USE – AS VACANT

Highest and best use of land or a site as though vacant⁷ is defined as:

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a properties based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Legally Permissible. Zoning varies per property (see previous property summary chart).

Physically Possible. The physical characteristics of a site that may affect its possible use(s) include, but are not limited to, location, street frontage, size, shape, street access, availability of utilities, easements, soils and sub-soils, and topography. From the physical inspection of the subject properties, it appears that the subject properties can physically support a number of use types assuming that the soils conditions are made adequate for properties development.

Financially Feasible. It appears as though a variety of developments may be financially feasible. Among the physically and legally permissible land uses which may be considered a financially feasible improvement is any use that provides a positive net return to the land. It appears the eventual development of the subject properties with product consistent with its zoning would potentially provide the highest positive net return to the land. Please note that all of the subject properties were appraised with their current zoning, but as part of the valuation process I have also considered the highest and best use of each subject property.

Maximally Productive. The determination of financial feasibility is dependent primarily upon demand. Given the physical characteristics and reported zoning of the subject

⁷Per The Dictionary of Real Estate Appraisal, Third Edition, (Chicago: Appraisal Institute, 1993) p. 171)

properties, current market conditions and my discussions with local real estate agents and market and sales data in my files, it appears the eventual development of the subject properties with product consistent with its zoning would potentially provide the highest positive net return to the land.

Conclusion: Highest and Best Use – As Vacant

Given the physical characteristics and reported zoning of the subject properties, current market conditions and my discussions with local real estate agents and market and sales data in my files, it appears the eventual development of the subject properties with product consistent with its zoning would potentially provide the highest positive net return to the land. Given the above analysis, the considering the immediate and greater surrounding areas and current market conditions, the highest and best use of the subject properties, as vacant, appears to be for eventual development of the subject properties as discussed above.

VALUATION METHODOLOGY

Basis Of Valuation

The valuation performed herein is based on general and specific background experience, opinions of qualified informed persons, consideration of all data gathered during the investigative phase of the appraisal, and on analysis of all market data available to the appraiser.

Valuation Approaches / Appraisal Methodology

The three primary approaches to value that are available to the appraiser are: the Cost Approach, the Income Approach, and the Sales Comparison Approach. To estimate the value of the subject's land, only the Sales Comparison Approach was found to be appropriate and, therefore, only this approach was utilized.

SALES COMPARISON APPROACH

The Principle of Substitution states that the value of a properties tends to be set by the price at which comparable properties have recently sold or for which they can be bought. The Sales Comparison Approach requires a detailed comparison of sales of comparable properties with the subject properties. Given this fact, I have, consequently, analyzed recent comparable properties sales within the subject's greater area utilizing a price per square foot analysis, the primary indicator of value utilized by buyers in the market. By analyzing these comparable sales for their similarities and differences and then adjusting them for such differences, an indication of the subject's land value can be derived.

Land Sales Analysis

I have performed a search of comparable sales for all of the subject properties. Numerous factors for each sale comparable were considered and adjusted for, including property rights, financing, condition of sale and market conditions. In addition, physical characteristics of each sale comparable such as location, size, zoning, parcel shape, on-site and off-site improvements, site access, site topography and property views and so forth were also considered and adjusted for by your appraiser.

Given this sales information, and considering discussions with several local real estate agents and current market conditions, I have estimated the market value of the subject properties to be as shown on the following section of this report.

RECONCILIATION AND FINAL VALUE

With respect to reconciliation, there is, in this case, only one applicable approach to value, the Sales Comparison Approach. The Sales Comparison Approach to value is believed the most relevant indicator of value, as it is the most likely method of valuation a potential purchaser would use in the marketplace. As a result, this is the sole basis for the value conclusion. The following value estimate reflects current market conditions.

Based upon the investigations conducted, analyses made, and on my experience as a real estate analyst and appraiser and subject to the Assumptions and Limiting Conditions set forth in the report, I have formed the opinion of the Market Value of the subject properties as of July 27, 2016 as shown on the following page.

Estimate of Market Value

Property No.	APN No.	Permissible Use Detail	Address	APN #	Approx. Lot Size (acres)	Approx. Lot Size (Sq. Ft.)	Current Zoning	Estimate of Current Market Value / SF	Estimate of Current Market Value
6	8	North Shore Fire Station - Relocation Property	Sea View Dr North Shore	723-222-002	0.32	13,883	C-P-S (Scenic Highway Commercial)	\$0.60	\$8,330
6	9	North Shore Fire Station - Relocation Property	Sea View Dr North Shore	723-222-003	0.32	13,922	C-P-S (Scenic Highway Commercial)	\$0.60	\$8,353
				Property 6 Totals:	0.64	27,805		\$0.60	\$16,683
7	10	Future Thermal Library Property	Church St/Olive St Thermal	757-062-003	4.38	190,793	M-SC	\$1.50	\$286,189
29	59	Mecca Senior Center Surplus Property	91236 1st St Mecca	727-184-031	0.12	5,227	C-P-S (Scenic Highway Commercial)	\$4.15	\$21,693
29	60	Mecca Senior Center Surplus Property	66th Ave, Mecca	727-184-037	0.18	7,841	C-P-S (Scenic Highway Commercial)	\$4.15	\$32,539
29	61	Mecca Senior Center Surplus Property	66th Ave, Mecca	727-184-030	0.06	2,614	C-P-S (Scenic Highway Commercial)	\$4.15	\$10,846
29	62	Mecca Senior Center Surplus Property	91224 1st St, Mecca	727-184-016	0.12	5,429	C-P-S (Scenic Highway Commercial)	\$4.15	\$22,530
29	63	Mecca Senior Center Surplus Property	66th Ave, Mecca	727-184-032	0.05	2,178	C-P-S (Scenic Highway Commercial)	\$4.15	\$9,039
29	64	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-010	0.07	2,942	C-P-S (Scenic Highway Commercial)	\$4.15	\$12,209
29	65	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-011	0.06	2,682	C-P-S (Scenic Highway Commercial)	\$4.15	\$11,130
29	66	Mecca Senior Center Surplus Property	91200 1st St, Mecca	727-184-015	0.40	17,562	C-P-S (Scenic Highway Commercial)	\$4.15	\$72,882
29	67	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-024	0.05	2,178	C-P-S (Scenic Highway Commercial)	\$4.15	\$9,039
29	68	Mecca Senior Center Surplus Property	91215 2nd St, Mecca	727-184-008	0.15	6,453	C-P-S (Scenic Highway Commercial)	\$4.15	\$26,780
29	69	Mecca Senior Center Surplus Property	2nd St, Mecca	727-184-033	0.09	3,920	C-P-S (Scenic Highway Commercial)	\$4.15	\$16,270
				Property 29 Totals:	1.36	59,026		\$4.15	\$244,958
30	70	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-006	217.69	9,482,576	M-H (Manufacturing Heavy)	\$0.35	\$3,318,902
30	71	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-007	22.22	967,903	M-H (Manufacturing Heavy)	\$0.35	\$338,766
30	72	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-008	17.10	744,876	M-H (Manufacturing Heavy)	\$0.35	\$260,707
30	73	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-009	149.22	6,500,023	M-H (Manufacturing Heavy)	\$0.35	\$2,275,008
30	74	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-010	127.23	5,542,139	M-H (Manufacturing Heavy)	\$0.35	\$1,939,749
30	75	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-100-011	37.84	1,648,269	M-H (Manufacturing Heavy)	\$0.35	\$576,894
30	76	Thermal Property (600 acres)	Harrison St/60th Ave Thermal	759-050-003	40.39	1,759,388	M-H (Manufacturing Heavy)	\$0.35	\$615,786
				Property 30 Totals:	611.69	26,645,175		\$0.35	\$9,325,811
31	77	Trumble Road Commercial Property	25351 Trumble Road Romoland	329-020-009	0.91	39,640	C-P-S (Scenic Highway Commercial)	\$7.25	\$287,387
31	78	Trumble Road Commercial Property	25351 Trumble Road Romoland	329-020-022	3.91	170,320	C-P-S (Scenic Highway Commercial)	\$7.25	\$1,234,817
				Property 31 Totals:	4.82	209,959		\$7.25	\$1,522,204
		Grand Totals:			622.88	27,132,758		\$0.42	\$11,395,845

NOTE:

- 1) There are a total of 5 subject properties, many of which contain multiple APNs. The rows have been colored to visually help separate the properties.
- 2) The total figures (ie. - total acreage, total SF, \$/SF and total property value estimate) for each of the 5 subject properties are shown above in bold.
- 3) The Grand Total shows the overall average estimated market value per SF (ie. - for all 5 subject properties).
- 4) With respect to APNs that are adjacent to each other, the estimated value of these APNs assumed that they are sold together as a single property.

Qualifications of the Appraiser

QUALIFICATIONS
OF
MICHAEL J. FRANCIS, MAI
Real Estate Appraiser and Consultant

PROFESSIONAL EXPERIENCE

Michael J. Francis, MAI, has been actively engaged in the real estate profession since 1984, providing full service real estate appraisal and consulting services on undeveloped acreage and a wide variety of commercial, industrial and residential properties located in southern California.

Before operating independently, Michael J. Francis, MAI, was employed as an Associate Appraiser with Joseph J. Blake and Associates, in San Francisco, California. Prior to that Michael J. Francis was a salesperson in Commercial Real Estate with Grubb & Ellis.

PROFESSIONAL ASSOCIATIONS

Member of the Appraisal Institute, with MAI designation

LICENSES

State of California - "Certified General Real Estate Appraiser"
California State Certification No. AG002243

Expiration Date: January 22, 2018

State of California - "Real Estate Broker License"
California Department of Real Estate
Expiration Date: July 20, 2020

EDUCATIONAL ACTIVITIES

B.A., Business, Economics and Law, University of California, Berkeley, California 1980.

Special courses in Real Estate:

Introduction to Real Property Appraisal

Legal Aspects of Real Estate

Introduction to Real Estate and Urban Land Economics

Real Estate Finance

Monetary Theory and Banking Systems

Graduate Course Work, Real Estate Masters Program, Golden State University, San Francisco, California.

Courses sponsored by American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principals

Course 1A-2 Basic Valuation Procedures

Course 1B-A Capitalization Theory and Techniques, Part A

Course 1B-b Capitalization Theory and Techniques, Part B

Course 2-1 Case Studies in Real Estate Valuation

Course 2-2 Valuation Analysis and Report Writing

Course S-PP Standards of Professional Practice

Course 2-2 Valuation Analysis and Report Writing

P. O. Box 11808, Newport Beach, CA 92658
Tel: (949) 306-3388 * Fax: (949) 528-1300 * Email: mfrancismai@aol.com

EDUCATIONAL ACTIVITIES (continued)

Course S-PP	Standards of Professional Practice
Seminar	Non-Residential Demonstration Appraisal Report Writing
Seminar	Appraisal Regulations of the Federal Banking Agencies
Seminar	Non-Residential Demonstration Appraisal Report Writing
Seminar	Appraisal Regulations of the Federal Banking Agencies
Seminar	Standards of Appraisal Practice
Seminar	Residential Subdivisions
Seminar	Litigation Seminar
Course 746	Uniform Appraisal Standards for Federal Land Acquisitions
Course 797	Valuation of Conservation Easements
Course 401	Appraisal of Partial Acquisitions (sponsored by the International Right of Way Association)

Numerous seminars, short courses and clinics on real estate appraisal and other related topics on a continuing basis.

SCOPE OF EXPERIENCE

I have performed appraisal and consulting work for a wide variety of clients including lenders, pension funds, corporations, public and governmental agencies, law firms, and private parties. Public agency appraisal services include the valuation of full and partial acquisitions for eminent domain and the valuation of conservation easements. I have also served as a legal expert witness.

Vacant Land

Single-family and multi-family residential sites, commercial and industrial sites, a wide variety of undeveloped acreage (large and small, ocean front/coastal and inland), contaminated land, natural habitat land, flood plain land, land locked parcels and planned communities.

Residential

Residential subdivisions, single-family residences, apartments, condominiums, section 8 housing projects and planned unit developments.

Commercial

Shopping centers, retail stores, general office buildings, medical office buildings and office and retail condominiums.

Industrial

Single tenant and multi-tenant warehouses and manufacturing buildings, truck terminals, business parks, R & D buildings, automotive repair facilities and garages.

Special Purpose

Conservation easements, mixed-use developments, wetland properties, landfill sites, agricultural land, forest land, master planned communities, skilled nursing care facilities (convalescent hospitals), senior residential care facilities (assisted living/board and care), senior apartment projects, hotels, mobile and manufactured home parks, RV parks, golf courses, timeshare projects, boat marinas, restaurants, theaters, bowling alleys, churches, schools, gas stations, car washes, and various market studies.



EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

December 18, 2015

Mr. Alex Gann, County Executive Officer
Riverside County
4080 Lemon Street, 4th Floor
Riverside, CA 92501

Dear Mr. Gann:

Subject: Long-Range Property Management Plan

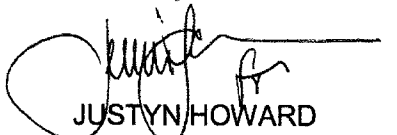
Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the Riverside County Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on September 22, 2014. The Agency subsequently submitted a revised LRPMP to Finance on November 5, 2015. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on April 18, 2014. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP. It is our understanding that the properties identified with a proposed disposition of "Retain for future development" will be transferred to the County of Riverside for future development.

In accordance with HSC section 34191.4 (a), upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 (a) the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Please direct inquiries to Cindie Lor, Supervisor, or Satveer Ark, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD
Program Budget Manager

cc: Ms. Rohini Dasika, Senior Management Analyst, Riverside County
Ms. Pam Elias, Chief Accountant Property Tax Division, Riverside County



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

9/12/17

Date

kb

Initial

NOTICE OF EXEMPTION

July 12, 2017

Project Name: Long Range Property Management Plan Sale, Seaview Drive, West of Highway 111, located in the unincorporated North Shore Community, County of Riverside

Project Number: ED190019415

Project Location: Seaview Drive, west of Highway 111, unincorporated community of North Shore adjacent to the Salton Sea, Riverside County, California; Assessor's Parcel Number (APN): 723-222-002 (See attached exhibits)

Description of Project: The Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is required to conclude the affairs of the former Redevelopment Agency for the County of Riverside. A Long-Range Property Management Plan (LRMP) was created and approved by the Department of Finance on December 18, 2015, which identified all assets owned and appropriate disposition strategies. The 0.32-acre subject property located along Seaview Drive (APN 723-222-022) in the unincorporated community of North Shore was identified as a property that was designated for sale. The Riverside County Fire Department owns and operates Fire Station 41 behind the Property. The Fire Department desires to purchase the Property in the amount of \$8,500. An updated appraisal was conducted by Michael J. Francis, MAI, dated July 27, 2016 found the fair market value of the Property to be \$8,330. The sale proceeds will first be used to pay closing costs, and then disbursed to the taxing entities, including school districts, special districts and the County, pursuant to Health and Safety Code Section 34188. The sale of the property and transfer of title is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project is limited to the sale of property and does not allow for any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. Any future activity or project at the location would require additional CEQA review for any changes to the property. Any attempt at evaluating physical impacts related to future development at this time would be wholly speculative and would provide no meaningful input or analysis.

Name of Public Agency Approving Project: Successor Agency to the Redevelopment Agency for the County of Riverside

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

Exempt Status: State CEQA Guidelines, Section 15061(b)(3), General Rule or "Common Sense" Exemption.

AUG 29 2017

4.1

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Fair & National Date Festival
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Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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 is the proposed sale of real property which will not cause any impacts to scenic resources, historic resources, or unique sensitive environments and will not result in any physical changes to the existing site. Any future development projects at this property would require a full evaluation under CEQA at that time. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The proposed sale of real property will not have an effect on the environment and does not allow for any development, construction, or change of use that may create a future direct or indirect physical environmental impact; thus, no environmental impacts are anticipated to occur.

- **Section 15061 (b)(3) – “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 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 Project may have a significant effect on the environment. As stated, the Project is merely the proposed sale of property and any future activity or project at the location would require CEQA review, and any potential change of use or future project would be wholly speculative at this time. 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.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project, as proposed, meets all of the required categorical exemptions as identified. No further environmental analysis is warranted.

Signed:  Date: 7/12/17

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Long Range Property Management Plan Sale Seaview Drive, West of Highway 111, located in the unincorporated North Shore Community, County of Riverside

Accounting String: 524830-47220-7200400000- ED190019415

DATE: July 12, 2017

AGENCY: Riverside County Economic Development Agency

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Monica Tlaxcala, Real Estate Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: July 12, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # ED190019415**
Long Range Property Management Plan Sale Seaview Drive, west of Highway 111, in the unincorporated community of North Shore, County of Riverside

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file