

AGENDA  
THURSDAY JUNE 23, 2016  
OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE  
CONFERENCE ROOM C, 5th FLOOR – COUNTY ADMINISTRATIVE CENTER  
4080 Lemon Street, Riverside, California 92501  
(Clerk 951-955-1060)  
AND  
VIDEO TELECONFERENCE LOCATION  
73-710 Fred Waring Drive, Suite 222  
Palm Desert, CA 92260  
(760) 863-8211

**1:30 P.M.**

Pledge of Allegiance to the Flag

Roll Call

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OPENING COMMENTS:

BOARD MEMBERS

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**ADMINISTRATIVE ACTION:**

1. Approval of Meeting Minutes – January 28, 2016
2. Consideration of Resolution 2016-007, Approving Successor Agency Agenda Item 4.1 of June 7, 2016, related to the recognition of the Tech Park Loan as an enforceable obligation on ROPS 17-18, and making a finding that said loan was entered into for legitimate redevelopment purposes per Health and Safety Code Section 34191.4 (b)(1)
3. Consideration of Resolution 2016-008, Approving Successor Agency Agenda Item 4.1 of June 21, 2016, related to the disposition of real property located in Thermal, California, identified as Assessor's Parcel Number 757-042-008 to Salvador Hernandez
4. Approval of Successor Agency Real Property Marketing and Disposition Procedures

**DISCUSSION:**

5. Mission Plaza project update

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ORAL COMMUNICATIONS FROM THE AUDIENCE ON ANY MATTER WHICH DOES NOT APPEAR ON THE BOARD'S AGENDA:

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MEETING ADJOURNED TO:            October 20, 2016

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Accommodation under the Americans with Disabilities act and agenda in alternate formats are available upon request. **Requests must be made at least 72 hours prior to the meeting.** Later requests will be accommodated to the extent feasible. Please telephone Lisa Wagner at the Clerk of the Board office at (951) 955-1063, from 8:00 a.m. to 5:00 p.m., Monday through Thursday.

MINUTES OF THE  
OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY FOR  
THE COUNTY OF RIVERSIDE  
CONFERENCE ROOM D, 5th FLOOR – COUNTY ADMINISTRATIVE CENTER  
4080 LEMON STREET, RIVERSIDE, CALIFORNIA 92501  
(CLERK 951-955-1060)  
VIDEO TELECONFERENCE LOCATION  
73-710 FRED WARING DRIVE, SUITE 222  
PALM DESERT, CA 92260  
(760) 863-8211

**THURSDAY, January 28, 2016**  
**1:30 P.M.**

Pledge of Allegiance to the Flag

Roll Call

*Lisa Brandl, Marcos Enriquez and Aaron Hake were absent.*

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OPENING COMMENTS:

BOARD MEMBERS

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**ADMINISTRATIVE ACTION:**

1. Approval of Meeting Minutes – November 5, 2015

*On motion of Paul Jessup, seconded by Rohini Dasika and duly carried by unanimous vote, the Meeting Minutes of November 5, 2015, were received and filed.*

2. Approval of 2016 Meeting Calendar

*On motion of Paul Jessup, seconded by Aaron Brown and duly carried by unanimous vote, the 2016 Meeting Calendar was approved as recommended.*

3. Consideration of Resolution 2016-001, Approving the Successor Agency's Recognized Obligation Payment Schedule 16-17 for the Period of July 1, 2016 through June 30, 2017; and consideration of Resolution 2016-002, Approving the Successor Agency's Administrative Budget for the Period of July 1, 2016 through June 30, 2017.

*On motion of Paul Jessup, seconded by Rohini Dasika and duly carried by unanimous vote, Resolution No. 2016-001 and Resolution No. 2016-002 were approved as recommended.*

4. Consideration of Resolution 2016-003, Directing the transfer of former redevelopment agency housing loans receivables and grants to the Housing Authority of the County of Riverside pursuant to Health and Safety Code Sections 34176, 34177, and 34181.

*On motion of Paul Jessup, seconded by Rohini Dasika and duly carried by unanimous vote, Resolution No. 2016-003 was approved as recommended.*

5. Consideration of Resolution 2016-004, Approval of Successor Agency Item 4.1 of November 17, 2015, Approving the Professional Services Agreement with AECOM for the Mission Plaza Project.

On motion of Paul Jessup, seconded by Aaron Brown and duly carried by unanimous vote, Resolution No. 2016-004 was approved as recommended.

6. Consideration of Resolution 2016-005, Approving the Issuance of Refunding Bonds, Making Certain Determination with respect to the Refunding Bonds and Providing Other Matters Relating Thereto (Series B and C – Jurupa Valley Project Area and Mid-County Project Area).

On motion of Paul Jessup, seconded by Rohini Dasika and duly carried by unanimous vote, Resolution No. 2016-005 was approved as recommended.

7. Consideration of Resolution 2016-006, Approving the Issuance of Refunding Bonds, Making Certain Determination with respect to the Refunding Bonds and Providing Other Matters Relating Thereto (Series A, D, and E – Project Area No. 1, Desert Communities Project Area, and I-215 Corridor Project Area).

On motion of Aaron Brown, seconded by Rohini Dasika and duly carried by unanimous vote, Resolution No. 2016-006 was approved as recommended.

**DISCUSSION:**

8. LRPMP Approved – Property Disposition Process

*Anita Willis gave an update.*

9. Form 700- Due by April 1, 2016

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ORAL COMMUNICATIONS FROM THE AUDIENCE ON ANY MATTER WHICH DOES NOT APPEAR ON THE BOARD'S AGENDA: *No Public Speakers*

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**MEETING ADJOURNED TO:** April 21, 2016

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Accommodation under the Americans with Disabilities act and agenda in alternate formats are available upon request. **Requests must be made at least 72 hours prior to the meeting.** Later requests will be accommodated to the extent feasible. Please telephone Lisa Wagner at the Clerk of the Board office at (951) 955-1063, from 8:00 a.m. to 5:00 p.m., Monday through Thursday.

**OVERSIGHT BOARD**  
FOR THE  
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
FOR THE  
**COUNTY OF RIVERSIDE**

*Reports, Discussion and Action Items*

**Meeting Date:** June 23, 2016

**Action:** Make a Finding that the Tech Park Loan was entered into for legitimate redevelopment purposes, direct Successor Agency to place on ROPS 17-18 as an enforceable obligation - Successor Agency Item 4.1, as approved by the County of Riverside Board of Supervisors on June 7, 2016

**Background:**

On June 7, 2016, the Board of Supervisors for the County of Riverside (BOS), as the governing body of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved Item 4.1, which recommended that the Oversight Board make a finding that the Tech Park Loan was entered into by the County of Riverside and the Redevelopment Agency for the County of Riverside for legitimate redevelopment purposes, pursuant to Health and Safety Code 34191.4 (b)(1). In addition, Item 4.1 also requests the Oversight Board to direct the Successor Agency to recognize the Tech Park Loan as an enforceable obligation on ROPS 17-18.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

**Recommendation:** Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve the Successor Agency action, via resolution 2016-007, as approved by the County of Riverside Board of Supervisors on June 7, 2016, Item 4.1.

**Attachments:**

- Resolution No. 2016-007 of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside
- Staff Report to the Board of Supervisors for the County of Riverside, Item 4.1 of June 21, 2016, [http://rivcocob.org/agenda/2016/06\\_07\\_16\\_files/04-01.pdf](http://rivcocob.org/agenda/2016/06_07_16_files/04-01.pdf)



**RESOLUTION NO. 2016-007**

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING SUCCESSOR AGENCY AGENDA ITEM 4.1 OF JUNE 7, 2016, RELATED TO THE RECOGNITION OF THE TECH PARK LOAN AS AN ENFORCEABLE OBLIGATION ON ROPS 17-18, AND MAKING A FINDING THAT SAID LOAN WAS ENTERED INTO FOR LEGITIMATE REDEVELOPMENT PURPOSES PER HEALTH AND SAFETY CODE SECTION 34191.4(b)(1).**

**WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following a California Supreme Court ruling in *California Redevelopment Association v. Matosantos* upholding Assembly Bill x1 26;

**WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

**WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency have an oversight board to oversee and review the actions of the Successor Agency as it winds down the affairs of the former Redevelopment Agency;

**WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety Code Section 34179;

**WHEREAS**, Health and Safety Code Section 34179(e) was amended through Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted by resolution;

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

**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 CRL. As a result of the Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now deemed a former redevelopment agency under Health and Safety Code section 34173;

1           **WHEREAS**, Upon the dissolution of the former Agency, all authority, rights, powers,  
2 duties, and obligations previously vested with the former Agency (except for the former  
3 Agency’s housing assets and functions) under the CRL have been vested in the Successor  
4 Agency to the Redevelopment Agency for the County of Riverside (“Successor Agency”)  
5 under Health and Safety Code section 34173;

6           **WHEREAS**, the Highgrove sub-area is a part of the I-215 Corridor Redevelopment  
7 Project Area, originally adopted as part of Redevelopment Project Area No. 5-1986,  
8 Amendment No. 1 (Sub-Area). The Implementation Plan (Plan) for the Sub-Area identifies a  
9 number of conditions which are specified in the California Health and Safety Code as  
10 characteristics of physical and economic blight. The Plan authorizes the Redevelopment  
11 Agency for the County of Riverside (Agency) to provide a broad range of public infrastructure  
12 improvements within and adjacent to the project subarea;  
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14           **WHEREAS**, on July 27, 1999, the Board of Directors of the Agency adopted  
15 Resolution No. 99-12, via Agenda Item 3.21, giving Notice of Intention to purchase the Tech  
16 Park property located east of the Gage Canal and South of Columbia Avenue within the  
17 Subarea, in the City of Riverside (“Tech Park property”). The project installed road, utility and  
18 grading improvements on the Tech Park property that facilitated economic development and  
19 opportunities and commenced elimination of the blighting conditions in the area. The Board  
20 also approved the plans and specifications for the grading of the Tech Park property and the  
21 construction of the Phase 1 water line for the project;  
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23           **WHEREAS**, in order to pay for the acquisition of the land as well as the construction of  
24 the necessary improvements, the Board of Supervisors authorized a County loan of  
25 \$1,100,000 (“Tech Park Loan”) to the Agency. The Agency was required to repay the Tech  
26 Park loan from tax increment funds generated within the Subarea and from the proceeds of  
27 various land sales. A copy of the Loan Agreement between the Redevelopment Agency for  
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1 the County of Riverside and the County of Riverside for the Acquisition of the Tech Park Site  
2 and the Construction of Public Improvements (“Loan Agreement”) is attached hereto as  
3 Exhibit A and incorporated herein by this reference;

4           **WHEREAS**, on May 18, 2011, the Redevelopment Agency for the County of Riverside  
5 paid to the County, \$1,598,878.58 as full and final repayment of the Tech Park loan;

6           **WHEREAS**, on July 3, 2013, the Department of Finance (DOF), in its letter to the  
7 Agency regarding the Other Funds and Accounts Due Diligence Review, disallowed the loan  
8 repayment related to the Tech Park loan citing that the loan is unenforceable. Health and  
9 Safety Code Section 34171 (d) (2) states that agreements, contracts or arrangements  
10 between the city (or County) that created the former redevelopment agency (RDA) and the  
11 RDA are not enforceable unless the loan agreements were entered within the first two years  
12 of the date of the creation of the RDA;

13           **WHEREAS**, since the Tech Park loan was issued after the first two years of former  
14 Agency’s creation, the DOF determined the loan as unenforceable and therefore the loan  
15 payment was not permitted. The DOF directed the Successor Agency to recover the loan  
16 repayment of \$1,598,878.58 from the County;

17           **WHEREAS**, the County returned to the Successor Agency, in full, the loan payment of  
18 \$1,598,878.58;

19           **WHEREAS**, AB 1484 was adopted by the State legislature and approved by the  
20 Governor on June 27, 2017, and amongst other additions, added Section 34191.4 to the  
21 Health and Safety Code;

22           **WHEREAS**, Health and Safety Code Section 34191.4 (b) (1) states that upon  
23 application by the successor agency and approval by the oversight board, loan agreements  
24 entered into between the redevelopment agency and the city, county, or city and county that  
25 created the redevelopment agency shall be deemed to be enforceable obligations provided  
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1 that the oversight board makes a finding that the loan was for legitimate redevelopment  
2 purposes;

3       **WHEREAS**, on April 18, 2014, the Successor Agency received a Finding of  
4 Completion from the Department of Finance, which allows the Successor Agency to place  
5 loan agreements between the former redevelopment agency and sponsoring entity, including  
6 but not limited to the Tech Park loan agreement, on the Recognized Obligation Payment  
7 Schedule (ROPS), as an enforceable obligation, provided the oversight board makes a finding  
8 that the loan was for legitimate redevelopment purposes per Health and Safety Code Section  
9 34191.4 (b) (1). Loan repayments will be governed by the criteria in Health and Safety Code  
10 Section 34191.4 (a) (2);

11       **WHEREAS**, the Successor Agency recommends that the Oversight Board make a  
12 finding that the Tech Park loan was entered into for legitimate redevelopment purposes  
13 pursuant to Health and Safety Code 34191.4 (b) (1), and that the Oversight Board directs the  
14 Successor Agency to place the Tech Park loan on ROPS 17-18 as an enforceable obligation;  
15 as approved by the County of Riverside Board of Supervisors on June 21, 2016, as Successor  
16 Agency agenda item 4-1.

17       **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by  
18 the Oversight Board for the Successor Agency to the Redevelopment Agency for the County  
19 of Riverside as follows:  
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- 21       1. The Oversight Board approves Successor Agency agenda item 4.1 of June 7, 2016.
- 22       2. The Oversight Board makes a finding that the Tech Park loan was entered into for  
23 legitimate redevelopment purposes per Health and Safety Code Section 34191.4 (b) (1).
- 24       3. The Oversight Board authorizes the Successor Agency to submit the Tech Park loan  
25 agreement as an enforceable obligation on ROPS 17-18.
- 26       4. Pursuant to Health and Safety Code Section 34179, all actions taken by the  
27 Oversight Board may be reviewed by the State of California Department of Finance, and,  
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1 therefore, this Resolution shall not be effective until five (5) business days after approval,  
2 subject to a request for review by the State of California Department of Finance.

3 **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor  
4 Agency to the Redevelopment Agency for the County of Riverside on June 23, 2016.

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6 Approved as to Form:  
7 Oversight Board Legal Counsel

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

11 James M. Casso

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**OVERSIGHT BOARD**  
FOR THE  
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
FOR THE  
**COUNTY OF RIVERSIDE**

*Reports, Discussion and Action Items*

**Meeting Date:** June 23, 2016

**Action:** Approve Disposition of APN 757-042-008 - Successor Agency Item 4.1, as approved by the County of Riverside Board of Supervisors on June 21, 2016

**Background:**

On June 21, 2016, the Board of Supervisors for the County of Riverside (BOS), as the governing body of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved Item 4.1, recommending the sale of APN 757-042-008, located in Thermal, California. The appraised fair market value of the property is \$29,882, and the highest offer received is \$46,000 by Salvador Hernandez.

Specific details pertaining to the agenda item are included in the attached staff report to the BOS.

**Recommendation:** Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve the Successor Agency action, via resolution 2016-008, as approved by the County of Riverside Board of Supervisors on June 21, 2016, Item 4.1.

**Attachments:**

- Resolution No. 2016-008 of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside
- Staff Report to the Board of Supervisors for the County of Riverside, Item 4.1 of June 21, 2016, (link to follow)

RESOLUTION NO. 2016-008

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING SUCCESSOR AGENCY AGENDA ITEM 4.1 OF JUNE 21, 2016, RELATED TO THE DISPOSITION OF REAL PROPERTY LOCATED IN THERMAL, CALIFORNIA, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 757-042-008 TO SALVADOR HERNANDEZ

**WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following a California Supreme Court ruling in *California Redevelopment Association v. Matosantos* upholding Assembly Bill x1 26;

**WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

**WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency have an oversight board to oversee and review the actions of the Successor Agency as it winds down the affairs of the former Redevelopment Agency;

**WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety Code Section 34179;

**WHEREAS**, Health and Safety Code Section 34179(e) was amended through Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted by resolution;

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

**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 CRL. As a result of the Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now deemed a former redevelopment agency under Health and Safety Code section 34173;

**WHEREAS**, Upon the dissolution of the former Agency, all authority, rights, powers, duties, and obligations previously vested with the former Agency (except for the former

1 Agency's housing assets and functions) under the CRL have been vested in the Successor  
2 Agency to the Redevelopment Agency for the County of Riverside ("Successor Agency")  
3 under Health and Safety Code section 34173;

4 **WHEREAS**, pursuant to Health and Safety Code section 34175 (b), all real property  
5 and other assets of the former Agency were transferred to the Successor Agency as of  
6 February 1, 2012, including, but not limited to that certain real property located in Thermal,  
7 California, identified by Assessor's Parcel Number 757-042-008, legally described in Exhibit  
8 "A" attached hereto and incorporated herein by this reference ("Property");

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

15 **WHEREAS**, the LRPMP provides for disposition of the Property at its highest value.  
16 The fair market value for the Property is \$29,882 based on that certain appraisal prepared by  
17 Michael J. Francis, MAI on May 18, 2016;

18 **WHEREAS**, the Successor Agency received two (2) offers for the Property and desires  
19 to accept the highest bid submitted by Salvador Hernandez in the amount of \$46,000, which  
20 exceeds the fair market value of the Property;

21 **WHEREAS**, net sale proceeds, minus customary closing and escrow costs, will first be  
22 used to pay Successor Agency enforceable obligations, and then disbursed to the taxing  
23 entities pursuant to Health and Safety Code Section 34188;

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

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1           **WHEREAS**, the Successor Agency recommends Oversight Board approval of the  
2 disposition of Assessor's Parcel Number 757-042-008, as approved by the County of  
3 Riverside Board of Supervisors on June 21, 2016, as Successor Agency agenda item 4-1.

4           **NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED** by the  
5 Oversight Board for the Successor Agency to the Redevelopment Agency for the County of  
6 Riverside as follows:

7           1. The Oversight Board approves Successor Agency agenda item 4.1 of June 21,  
8 2016.

9           2. Pursuant to Health and Safety Code Section 34179, all actions taken by the  
10 Oversight Board may be reviewed by the State of California Department of Finance, and,  
11 therefore, this Resolution shall not be effective until five (5) business days after approval,  
12 subject to a request for review by the State of California Department of Finance.

13           **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor  
14 Agency to the Redevelopment Agency for the County of Riverside on June 23, 2016.

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16 Approved as to Form:  
17 Oversight Board Legal Counsel

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19  
20 By: \_\_\_\_\_  
21 James M. Casso

**OVERSIGHT BOARD**  
FOR THE  
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**  
FOR THE  
**COUNTY OF RIVERSIDE**

*Reports, Discussion and Action Items*

**Meeting Date:** June 23, 2016

**Action:** **Approval and Adoption of Successor Agency Real Property Marketing and Disposition Procedures**

**Background:**

The Successor Agency submitted the Long Range Property Management Plan (LRPMP) to the Department of Finance (DOF) on October 1, 2014. In May 2015, DOF notified the Successor Agency that amendments to the LRPMP were necessary. On September 15, 2015, the Board of Supervisors for the County of Riverside (BOS), as the governing body of the Successor Agency to the Redevelopment Agency for the County of Riverside, approved the Amended LRPMP. Subsequent to Oversight Board approval, DOF approved the Amended LRPMP on December 18, 2015. This item presents the detailed marketing and disposition procedures for Successor Agency owned property, as detailed in the LRPMP.

**Recommendation:** Staff recommends that the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside approve the Real Property Marketing and Disposition Procedures, via resolution 2016-009.

**Attachments:**

- Resolution No. 2016-009 of the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside
- Successor Agency Real Property Marketing and Disposition Procedures

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**RESOLUTION NO. 2016-009**

**RESOLUTION APPROVING THE SUCCESSOR AGENCY REAL PROPERTY  
MARKETING AND DISPOSITION PROCEDURES**

**WHEREAS**, redevelopment agencies were dissolved as of February 1, 2012, following a California Supreme Court ruling in *California Redevelopment Association v. Matosantos* upholding Assembly Bill x1 26;

**WHEREAS**, the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is responsible for implementing Assembly Bill x1 26;

**WHEREAS**, provisions of Assembly Bill x1 26 require that each Successor Agency have an oversight board to oversee and review the actions of the Successor Agency as it winds down the affairs of the former Redevelopment Agency;

**WHEREAS**, an Oversight Board has been formed, pursuant to Health and Safety Code Section 34179;

**WHEREAS**, Health and Safety Code Section 34179(e) was amended through Assembly Bill 1484 and requires that all actions taken by the oversight board shall be adopted by resolution;

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

**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 CRL. As a result of the Dissolution Act, the Agency was dissolved on February 1, 2012 such that the Agency is now deemed a former redevelopment agency under Health and Safety Code section 34173;

**WHEREAS**, Upon the dissolution of the former Agency, all authority, rights, powers, duties, and obligations previously vested with the former Agency (except for the former Agency's housing assets and functions) under the CRL have been vested in the Successor

1 Agency to the Redevelopment Agency for the County of Riverside (“Successor Agency”)  
2 under Health and Safety Code section 34173;

3 **WHEREAS**, pursuant to Health and Safety Code section 34175 (b), all real property  
4 and other assets of the former Agency were transferred to the Successor Agency as of  
5 February 1, 2012, including, but not limited to that certain real property located in Thermal,  
6 California, identified by Assessor’s Parcel Number 757-042-008, legally described in Exhibit  
7 “A” attached hereto and incorporated herein by this reference (“Property”);

8 **WHEREAS**, pursuant to Health and Safety Code section 34191.5 (b), a Long-Range  
9 Property Management Plan (“LRPMP”) that addresses the disposition and use of the real  
10 property owned by the former Agency was prepared and submitted for review and approval to  
11 the California Department of Finance (“DOF”) on October 1, 2014;

12 **WHEREAS**, the DOF requested that amendments be made to the LRPMP by the  
13 Agency;

14 **WHEREAS**, pursuant to Health and Safety Code section 34191.5 (b), an Amended  
15 Long-Range Property Management Plan (“LRPMP”) was prepared and submitted for review  
16 and approval to the Oversight Board for the Successor Agency to the Redevelopment Agency  
17 for the County of Riverside (“Oversight Board”) and the California Department of Finance  
18 (“DOF”). The Amended LRPMP was approved by the DOF on December 18, 2015;

19 **WHEREAS**, the LRPMP provides authority for the Deputy County Executive Officer to  
20 enact all actions necessary for property disposition;

21 **WHEREAS**, the LRPMP provides for disposition of the Property at its highest value;  
22 and,

23 **WHEREAS**, the Successor Agency has prepared Real Property Marketing and  
24 Disposition Procedures, and recommends that the Oversight Board adopt these procedures.

25 **NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by  
26 the Oversight Board for the Successor Agency to the Redevelopment Agency for the County  
27 of Riverside as follows:  
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1           1. The Oversight Board adopts the Real Property Marketing and Disposition  
2 Procedures prepared by the Successor Agency, attached hereto as Exhibit "A".

3           2. Pursuant to Health and Safety Code Section 34179, all actions taken by the  
4 Oversight Board may be reviewed by the State of California Department of Finance, and,  
5 therefore, this Resolution shall not be effective until five (5) business days after approval,  
6 subject to a request for review by the State of California Department of Finance.

7           **PASSED, APPROVED, AND ADOPTED** by the Oversight Board for the Successor  
8 Agency to the Redevelopment Agency for the County of Riverside on June 23, 2016.

9  
10 Approved as to Form:  
11 Oversight Board Legal Counsel

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13  
14 By: \_\_\_\_\_  
15 James M. Casso

**SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE**



# Real Estate Marketing Plan

Economic Development Agency  
Real Estate Division

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## **Introduction**

The Successor Agency (SA) to the Redevelopment Agency for the County of Riverside received approval from the Department of Finance (DOF) for the Amended Long-Range Property Management Plan (LRPMP) on December 18, 2015. Pursuant to HSC section 34191.3 (a), the approved LRPMP shall govern, and supersede all other provisions relating, the disposition and use of all the real property assets of the former redevelopment agency. This Marketing Plan will set forth the proposed marketing strategies for the disposition of the properties in the approved LRPMP. The Economic Development Agency (EDA), Real Estate (RE) Division on behalf of the SA has prepared a Real Estate Marketing Plan for the 85 properties included in the approved LRPMP according to the disposition and use of the properties held by the SA.

## **Executive Summary**

The SA is the owner of record of 85 parcels and approximately 640 acres of land. The Economic Development Agency, Real Estate Division on behalf of the SA has prepared a Real Estate Marketing Plan for the properties identified in the approved LRPMP. The marketing strategy for each parcel set forth in this Marketing Plan discusses the proposed strategy and process of the SA in the use and disposition of the parcels. The goal of the SA is to dispose of the properties expeditiously and in a manner that will maximize value to the affected taxing entities and provide a public benefit for the communities while advancing the planning objectives.

## **Regional Market Overview**

Riverside County is considered the 10<sup>th</sup> largest county in the United States in terms of its geographic area and consists of approximately 7,300 square miles of total land. Riverside County has a well-diversified economy which includes farming, manufacturing, military, construction service occupants as well as municipal services. According to the Center for Economic Forecasting and Development, conference held in October of 2015 by the University of California Riverside, affordability in Inland Southern California remains one of the driving factors in the local economy, and Beacon Economics expects it to continue to support future growth (16). Beacon Economics' forecast for the region remains positive; the affordability of the region for commercial and residential sides of the real estate market is a major driver of growth and is expected to contribute to the success for the region in the future (16).

## **Marketing Strategy Goal**

The goal for this marketing real estate plan is to develop appropriate marketing strategies which will facilitate effective and efficient disposal of properties. The goal of each sale is to dispose of each property while maximizing the highest and best value to the communities and the affected Taxing Entities.



## Property Inventory

This marketing plan identifies the properties referenced below according to its governing use and disposition as disclosed in the approved LRPMP.

Project Area	Project Name	Proposed Disposition	Approximate Acreage
JVPA	In Fill Housing – Rubidoux	Housing Transfer	0.52
	Wallace Street Surplus Property	Housing Transfer	0.17
	In Fill Housing – Mission Plaza	Housing Transfer	0.81
	Vernola Park/Wineville Realignment Surplus Property	Sale/Dispose	0.19
	Mission Blvd/Arora Commercial Property	Sale/Dispose	0.24
	Mission Blvd/Packard Commercial Property	Sale/Dispose	0.85
	SR 60/Valley Interchange Surplus	Sale/Dispose	4.22
	Rubidoux Village Commercial Property	Sale/Dispose	2.01
	Mission Blvd/Daly Commercial Property	Sale/Dispose	0.38
	Rubidoux Health Clinic Surplus Property	Sale/Dispose	0.63
	Mission Blvd/Fort Commercial Property	Sale/Dispose	0.64
	Valley Way/Armstrong Road Surplus Property	Sale/Dispose	0.15
	Mission Plaza	Enforceable Obligation (RFP)	15
MCPA	In Fill Housing – North Hemet	Housing Transfer	0.77
	Cabazon/Ramona Commercial Property	Sale/Dispose	0.58
	Cabazon Sewer Project	Sale/Dispose	3.44
Project No. 4	Future Thermal Library Property	Transfer to DRD	4.38
	Hemet Ryan Vicinity Manufacturing Property	Sale/Dispose	4.17
	Mecca Triangle Park	Sale/Dispose	0.22
	Mecca Comfort Station	Sale/Dispose	0.68
	Mecca Fire Station Surplus Property	Sale/Dispose	1.77
	Mecca Roundabout Surplus Property	Sale/Dispose	0.39
	Thermal Street Improvement Project Surplus Property	Sale/Dispose	0.78
	Thermal Commercial Property	Sale/Dispose	0.43
	Mecca Senior Center Surplus Property	Sale/Dispose	1.35
	Thermal Property (600 acres)	RFP	567.78
No. 1-1986	Lakeland Village Property	Sale/Dispose	2.66
I-215 Corridor	“A” Street Surplus Property	Sale/Dispose	0.61
Project No. 5	University Research Park	RFP	7.47
	Lakeview/Nuevo Surplus Property	Housing Transfer	4.52
Project No. 5-1986 & 5-1987	Trumble Road Commercial Property	RFP	4.82
	Romoland Property	Sale/Dispose	2.10
	Highway 74 Surplus Property	Sale/Dispose	1.00
Project No. 1	Home Gardens Surplus Property	Sale/Dispose	0.48
DCPA	North Shore Fire Station Relocation Property	Sale/Dispose	0.64
	Future Oasis Fire Station Property	Sale/Dispose	3.08

**Proposed Transfer of Property to Housing Authority of the County of Riverside for Low-Moderate Income Housing Development**

*Housing Transfer Properties*

The Housing Authority of the County of Riverside (HACR) identified five (5) properties of interest for future affordable housing development opportunities.

Goal: The goal for the HACR is to ensure the desired and proposed projects meet the affordable housing needs of each Supervisorial District.

Process:

- 1) HACR to define the project within the project area
- 2) Discuss with Supervisorial District Staff
- 3) Outreach to Taxing Entities (TE)
- 4) Prepare compensation agreement for \$0 and letter describing detailed proposed use to Taxing Entities
- 5) Obtain approval from affected Taxing Entities
- 6) Property transferred through Real Estate Division

<b>Property Name</b>	<b>Proposed Development</b>	<b>Assessor Parcel Number</b>	<b>Approximate Acreage</b>	<b>Sales Price</b>
In Fill Housing – Rubidoux	Single family housing development	177-051-001 thru 003	0.52 acres	\$90,605
Wallace Street Surplus Property	One (1) in-fill affordable housing single-family project	181-111-015	0.17 acres	\$32,583
In Fill Housing – Mission Plaza	Addition to an existing 39-unit affordable housing development	181-030-011	0.81 acres	\$238,709
In Fill Housing – North Hemet	Enhance development goals of the North Hemet Specific Plan; proposes a mixed use project that includes affordable housing and commercial uses.	443-050-006	0.77 acres	\$192,862
Lakeview/Nuevo Surplus Property	Small affordable housing subdivision	426-180-020	4.52 acres	\$344,560

## **Marketing Strategy – Plan of Action for Disposition of Property**

### *Disposition Properties*

The EDA, RE Division on behalf of the SA is prepared to implement a process based on the disposition and use of the properties as governed and set forth in the approved LRPMP. The properties consist of primarily vacant lots. The disposition methods will include the transfer, sale or request for proposal for future development.

Goal: The strategic marketing goal for the disposition of properties will be to maximize the value to the communities and the affected Taxing Entities, striving towards the greater benefit for its community and its residents of Riverside County.

Attraction: This marketing plan is strategically designed on a case by case scenario according to various factors affecting or benefiting each of the disposed properties as described in the LRPMP.

Marketing Tools: The RE Division will market the properties for approximately twelve (12) months to allocate sufficient marketing exposure for residents of the communities and other potential buyers. The RE Division will market the properties in two phases according to the received response from potential buyers.

During *Phase I*, local public agencies will receive a Notice (Attachment A) with a list of all available properties, allowing them thirty (30) days to submit a Non-Binding Letter of Intent to Purchase (Attachment B). Once the allocated thirty (30) days has terminated, the properties will be marketed utilizing a combination of distribution channels to ensure all other prospective buyers receive an opportunity to display an interest towards purchasing. (See Diagram 1) The RE staff has proposed an estimate timeline for each marketing activity as shown in Diagram 1. For the proposed marketing schedule, see Diagram 2.

During *Phase II*, the RE Division will move to an alternate phase of marketing which may include an auction process similar to Riverside County Treasurer/Tax Collector tax default sale method.

See proposed sale process on page 6.

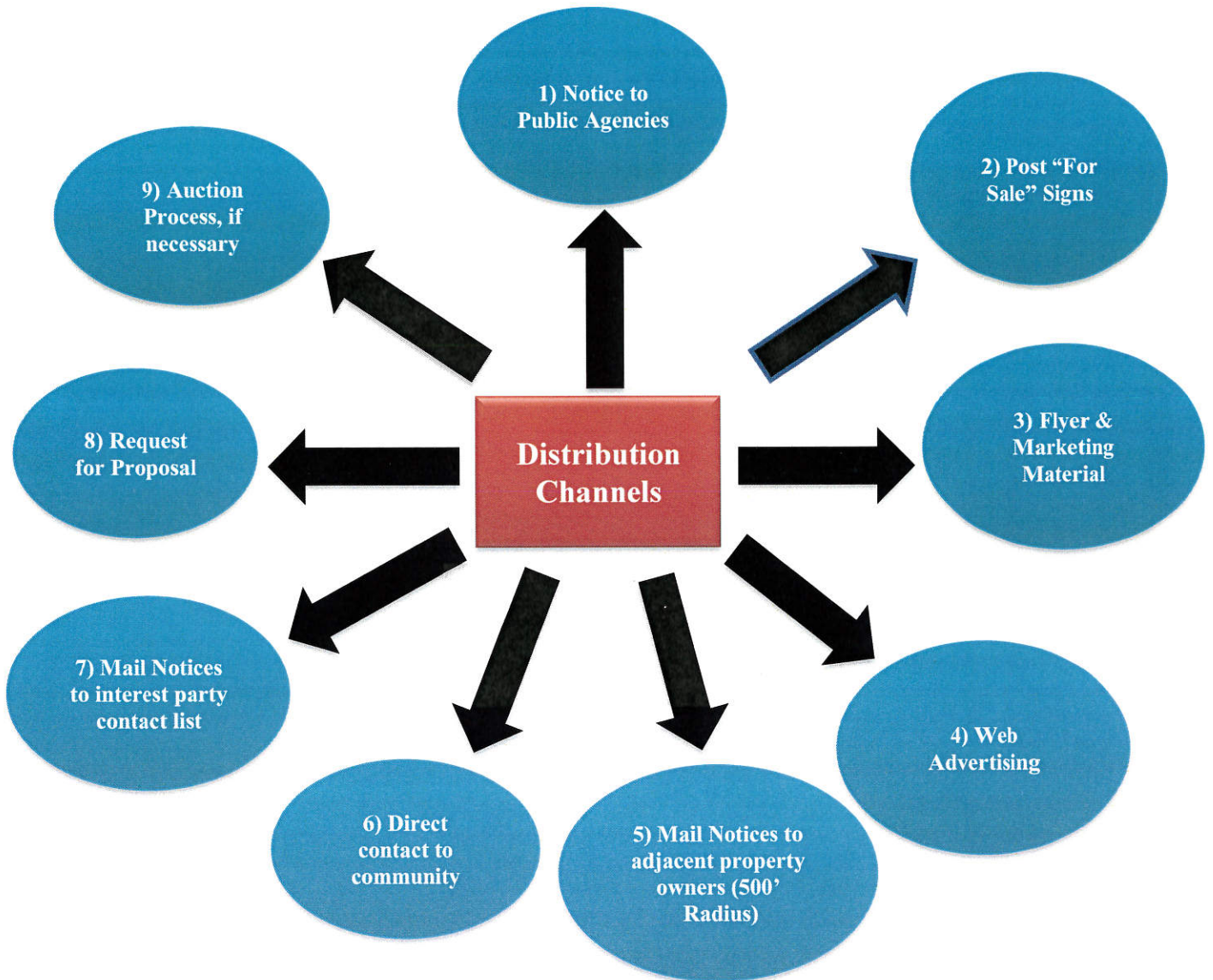
## **Proposed Sale Process**

- Appraisal will be updated as necessary
- Notice to Public Agency
- Interested buyers will contact RE staff
- RE staff will mail Non-Binding Letter of Intent to Purchase to interested buyers
- SA and RE staff will review offers
- Upon approval by SA and RE staff, interested buyers will submit Agreement for Purchase and Sale and Joint Escrow Instructions (Attachment C) and ten percent (10%) deposit
- SA/RE staff will negotiate agreements whenever necessary
- Due Diligence: request for preliminary title report, update (if necessary) appraisal and environmental report will take place during escrow period.
- County Counsel approval as to form of documents
- Form 11 staff reports
- Board approvals as required
- Escrow/Title and close

<b>Property Name</b>	<b>Assessor Parcel Number</b>	<b>Approximate Total Acreage</b>	<b>Sales Price <sup>1</sup></b>
"A" Street Surplus Property	317-270-014	0.61 acres	\$93,001
Home Gardens Surplus Property	135-022-003, 028 & 030	0.48 acres	\$229,997
Vernola Park/Wineville Realignment Surplus Property	156-340-049	0.19 acres	\$41,382
Mission Blvd/Arora Commercial Property	179-222-010 & 179-203-027	0.24 acres	\$68,326
Mission Blvd/Packard Commercial Property	179-211-004	0.85 acres	\$30,962
SR 60/Valley Interchange Surplus Property	174-150-022	4.22 acres	\$1,163,904
Rubidoux Village Commercial Property	179-260-017 thru 020, 008 & 046	2.01 acres	\$488,534
Mission Blvd/Daly Commercial Property	181-120-015	0.38 acres	\$95,179
Rubidoux Health Clinic Surplus Property	181-120-014 & 017	0.63 acres	\$164,657
Mission Blvd/Fort Commercial Property	181-061-002	0.64 acres	\$19,938
Valley Way/Armstrong Road Surplus Property	177-091-002	0.15 acres	\$34,304
Hemet Ryan Vicinity Manufacturing Property	456-020-010	4.17 acres	\$422,023
North Shore Fire Station Relocation Property	723-222-003 & 002	0.64 acres	\$23,697
Future Oasis Fire Station Property	749-160-012	3.08 acres	\$127,457
Mecca Triangle Park	727-184-036	0.22 acres	\$43,124
Mecca Fire Station Surplus Property	727-193-041, 028 & 027	1.77 acres	\$180,453
Mecca Roundabout Surplus Property	727-161-025 thru 028 & 030	0.39 acres	\$42,471
Mecca Comfort Station	727-193-047, 013, 046 & 038	0.68 acres	\$101,856
Future Thermal Library Property	757-062-003	4.38 acres	\$476,982
Thermal Street Improvement Project Surplus Property	757-052-010, 757-052-013 thru 017	0.78 acres	\$93,436
Thermal Commercial Property	757-054-018, 019, 757-042-008 & 757-041-30	0.43 acres	\$78,626
Mecca Senior Center Surplus Property	727-184-031, 037, 016, 032, 010 & 011, 030, 015, 024, 008 & 033	1.35 acres	\$205,821
Cabazon/Ramona Commercial Property	526-021-006 & 007	0.58 acres	\$36,416
Cabazon Sewer Project	525-150-012	3.44 acres	\$44,954
Romoland Property	333-170-013	2.1 acres	\$137,214
Hwy 74 Surplus Property	329-030-011	1 acre	\$392,040

<sup>1</sup> Sales price is based on the fair market value from an appraisal report completed May 2015 and an updated appraisal report completed May 2016. This price is subject to be modified based on any appraisal updates based on the current fair market value.

**Marketing Strategy  
Diagram 1**



Explanations for the above referenced marketing strategies are provided on page 9.



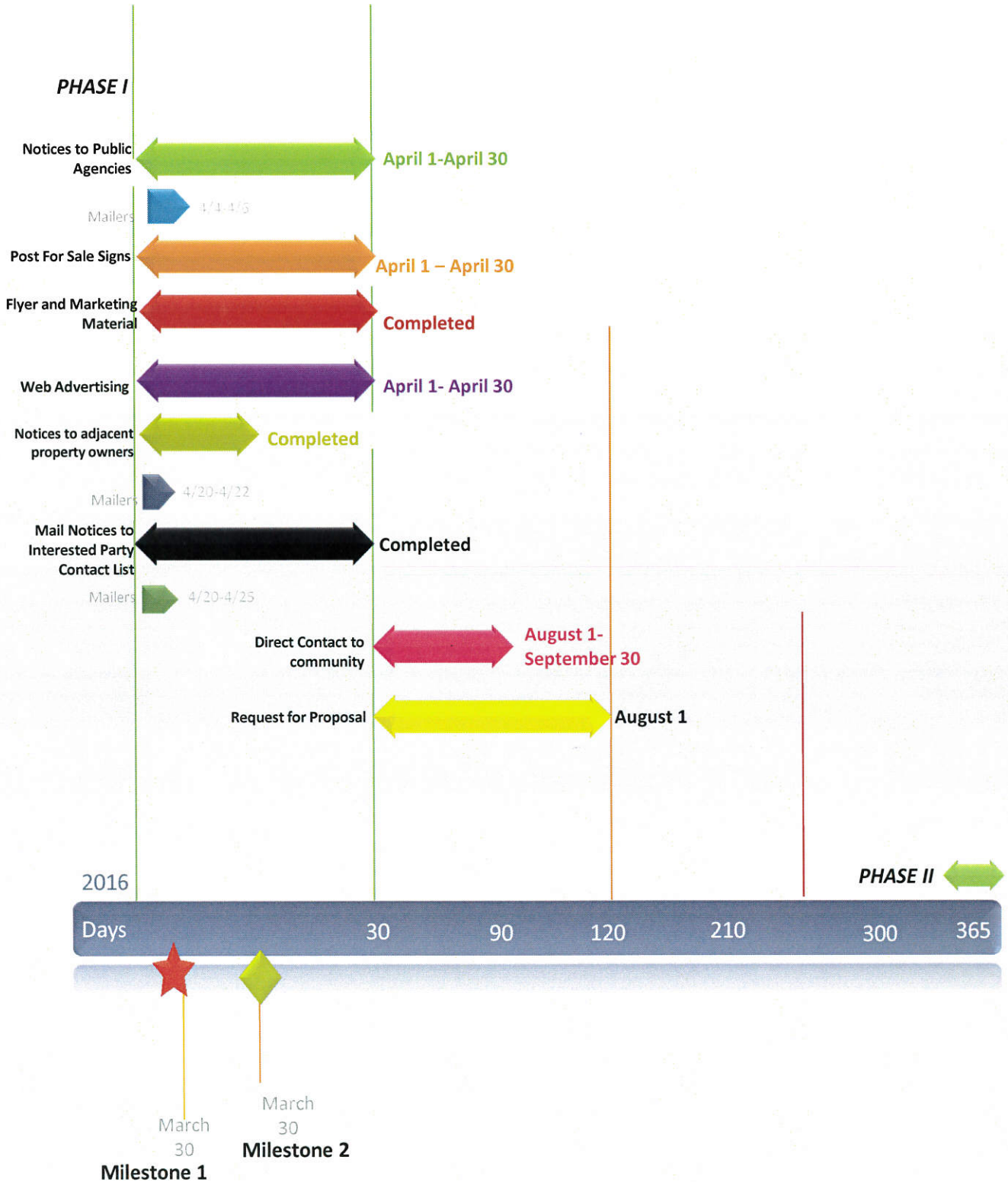
## **Marketing Strategy Explanations**

- Notices to Public Agencies: Local public agencies will be mailed a flyer of each subject property allowing them thirty (30) days to submit a Non-Binding Letter of Intent to Purchase.
- Post For Sale Signs: A local signage company has been contracted to install For Sale signs on available properties to advertise to potential buyers.
- Flyer and Marketing Material: Marketing flyers are included for each property in this marketing plan. Additional marketing material will be made available for potential buyers.
- Web Advertising: All marketing flyers and Request for Proposal's will be available online through EDA's website.
- Notices to adjacent property owners: RE staff will collaborate with Lawyer's Title Company to obtain addresses of property owners within a 500' radius of the subject property. RE staff will mail a flyer of each property available allowing them an opportunity to submit a Non-Binding Letter of Intent to Purchase.
- Mail Notices to Interested Party Contact List: RE staff has kept an interested party contact list of individuals/companies that have expressed an interest in acquiring former redevelopment properties.
- Direct Contact to community: RE staff will contact residents surrounding available properties to ensure delivery of flyers and know of any immediate interest of purchasing the available properties.
- Request for Proposal: RE staff will identify specific development potential for each property and solicit proposals through a competitive bid process.
- Auction Process: RE staff will move to an alternate phase of marketing after staff has exhausted previously discussed marketing strategies. The alternate phase will include an auction process similar to Riverside County's Treasurer/Tax Collector's tax default sale method.

**Marketing Schedule  
(RDA Marketing Activity Timeline)  
Diagram 2**



# RDA MARKETING ACTIVITY TIMELINE



**PROPOSED DISPOSITION ONCE ESCROW OPENS**

<b>Action</b>	<b>Approximate Completion</b>
Effective Date	Date of fully executed agreement
Earnest 10% Deposit	Submitted immediately after BOS approval is obtained
Open Escrow	Immediately after BOS approval
Preliminary Title Report	7-10 business days
Close Escrow	Not to exceed 90 days

## **Marketing Strategy – Plan of Action for Request for Proposal**

### *Request for Proposal Properties*

The EDA, RE Division on behalf of the SA is prepared to implement a Request for Proposal (RFP) process based on the disposition and use of the properties as governed and set forth in the approved LRPMP. The properties identified as RFP properties are identified as having specific development potential (highest and best use) to meet a specific redevelopment and/or economic goal for the community and its residents. EDA will coordinate with the Board of Supervisors to identify the specific development potential for each property and solicit proposals through a competitive bid process allowing qualified and experienced buyers with financial capacity to complete the purchase and subsequent development of the property.

Goal: The strategic marketing goal for the RFP of the properties is to identify and ensure the specific development for each property will be to its highest and greatest potential, maximizing its value and economic impact to the community and each Taxing Entity.

Attraction: This marketing plan is strategically designed on a case by case scenario according to various factors affecting or benefiting each of the RFP properties described in the LRPMP.

Marketing Tools: The RE Division will market the properties for as long as necessary to provide sufficient exposure to interested developers/buyers. The RE Division will follow procedures typically utilized to effectively market similar properties.

### **Proposed RFP Process**

- Website and newspaper advertisement
- Receive and review proposals
- Schedule and conduct panel interviews
- Board of Supervisor/Oversight Board consent
- Development selection and agreement negotiation
- Form 11 preparation
- County Counsel review
- Board /OB approval
- Escrow/Close

<b>Property Name</b>	<b>Assessor Parcel Number</b>	<b>Approximate Total Acreage</b>	<b>Sales Price</b>
Lakeland Village Property	371-210-028	2.66 acres	\$214,360
University Research Park	257-030-012 & 014	7.47 acres	\$2,359,101
Thermal Property (600 acres)	759-100-006 thru 011, 759-050-003	567.78 acres	\$192,862
Trumble Road Commercial Property	329-020-009 & 022	4.82 acres	\$1,417,225

**ATTACHMENT A**

Notice to Public Agency



April 4, 2016

(Public Agency Name)  
(Address)

Re: Former Redevelopment Owned Properties For Sale  
Long Range Property Management Plan (LRPMP)

To whom it may concern:

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. The Successor Agency to the RDA for the County of Riverside received their approval from the Department of Finance for the Amended Long-Range Property Management Plan (LRPMP) on December 18, 2015.

The County of Riverside, Economic Development Agency, Real Estate Division on behalf of the Successor Agency to the RDA, announces that the former RDA properties are currently for sale and will therefore be accepting offers. Details about each of the available properties can be viewed at our web site by navigating to this URL: <http://www.rivcoeda.org/Departments/RealEstateDivision/RealEstateServices/SurplusRDAProperties/tabid/1621/Default.aspx>.

You are thusly notified that if you have any interest in any of the available properties, you may notify Monica Tlaxcala and Yolanda King of the Riverside County Economic Development Agency, Real Estate Division, within sixty (60) days of the date of this letter, either in writing, by phone (951) 955-8173 or (951) 955-9656 or via email at [MTlaxcala@rivcoeda.org](mailto:MTlaxcala@rivcoeda.org) or [YKing@rivcoeda.org](mailto:YKing@rivcoeda.org). Thank you.

Sincerely,

Real Estate Division

**ATTACHMENT B**

Non-Binding Letter of Intent to Purchase





\_\_\_\_\_, 20\_\_\_\_

County of Riverside  
Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501  
Attn: Monica Tlaxcala/Yolanda King

RE: LRPMP  
Non-Binding Letter of Intent to Purchase

To Whom It May Concern:

This purpose of this letter is to confirm that \_\_\_\_\_ (Buyer(s))  
is interested in acquiring the property identified as Assessor Parcel Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
located at \_\_\_\_\_.

In accordance with the advertised sale of said subject property, I/We,  
\_\_\_\_\_, as undersigned below, hereby offer to purchase the above  
referenced subject property for the sum of (\$\_\_\_\_\_). I/We understand that by  
submitting this Non-Binding Letter of Intent to Purchase, it does not create a binding agreement  
between the Seller and the Buyer(s) and will not be enforceable until the offer has been accepted by  
the Seller and an agreement has been fully executed by both parties.

I/We understand that Seller makes no representation or warranty whatsoever as to the physical  
condition of property. Buyer agrees upon formal acceptance of the offer by the Seller, Buyer(s) will  
receive an Agreement for Purchase and Sale and Joint Escrow Instructions (Agreement) for signature.  
All accepted offers require a ten percent (10%) deposit upon submittal of signed copy of the  
Agreement.

Sincerely,

Buyer Signature

Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development



**ATTACHMENT C**

Agreement of Purchase and Sale and Joint Escrow Instructions

AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

Address: \_\_\_\_\_

APN No: \_\_\_\_\_

Escrow No. \_\_\_\_\_

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, and constitutes an agreement by which the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body, corporate and politic (“Seller”) agrees to sell to, and \_\_\_\_\_ (“Buyer”) agrees to purchase, on the terms and conditions hereinafter set forth, that certain real property described in the “Legal Description” attached hereto as Exhibit “A” and incorporated herein by this reference, and shown on the “Property Map” attached hereto as Exhibit “B” and incorporated herein by this reference, together with all Improvements, if any, as hereinafter defined (collectively, the “Property”).

**RECITALS**

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

**WHEREAS**, Pursuant to 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 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 \_\_\_\_ acres total in size, located at \_\_\_\_\_ in \_\_\_\_\_, California, also known as Assessor Parcel Number \_\_\_\_\_ and

Improvements, if any, located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term "Improvements" shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, and fixtures and equipment installed upon or located in or on the Property. For purposes of this Agreement, the term "Property" shall mean and include the above-referenced 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.

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.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("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 May 25, 2015.

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

a. Buyer's First Deposit. On the Opening Date, Buyer shall deposit ten percent (10%) of the total purchase price totaling \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) (the "First Escrow Deposit") with the Escrow Holder. The First Escrow Deposit shall be refundable in full if Buyer terminates the Escrow prior to the expiration of the Due Diligence Period (as defined below) and absent an uncured default by Buyer.

b. 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 Escrow Deposits. All escrow, recording and title insurance costs shall be paid by Buyer in accordance with Paragraph 10 below.

4. Escrow.

a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller ("Opening Date"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date and the Closing Date, as defined in Paragraph 4.b, below. In addition, Buyer and Seller agree to execute, deliver, and/or be bound by any reasonable or customary supplemental joint order escrow instructions of either party, or other instruments as

may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, then this Agreement shall control.

b. Close of Escrow. For purposes of this Agreement, "Close of Escrow" shall be defined as the date the Grant Deed, the form of which is attached hereto as Exhibit "C" and incorporated herein by this reference ("Grant Deed") conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California. The Close of Escrow shall occur on or before 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 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 thirty (30) days from the Opening Date ("Due Diligence Period") to inspect the Property and Due Diligence Materials. In the event Buyer finds the Property unsatisfactory for any reason, Buyer at its sole discretion shall notify Seller and Escrow Holder in writing prior to expiration of the Due Diligence Period. Thereafter, Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein) and Buyer shall be entitled to the return of its First Escrow Deposit. In the event of a cancellation of Escrow caused by Buyer, Buyer shall pay any Escrow cancellation fees. In addition, Seller shall have the right to terminate this Agreement without cause, prior to the expiration of the Due Diligence Period, provided Seller notifies Buyer in writing prior to such expiration date. 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 ALTA Policy of Title Insurance (“Title Policy”) in the amount of the Purchase Price showing title to the Property vested in Buyer subject only to the Approved Condition of Title.

7. Conditions to Close of Escrow.

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

(1) Due Diligence Materials/Title. Within 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 \_\_\_\_\_ (“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 approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property (including all structural and mechanical systems and leased areas) as Buyer may elect to make or obtain. The failure of Buyer to disapprove the results of said inspections, investigations, tests and studies in writing on or prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of the results. The cost of any such inspections, tests and studies shall be borne solely by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion. Such right of entry shall also be subject to that certain Right of Entry Agreement executed by Buyer and Seller a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. Buyer shall use care and consideration in connection with any of its inspections. Buyer hereby indemnifies Seller and Seller's Board of 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 consult with any party for any purpose relating to the Property. Notwithstanding the foregoing, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent, which consent shall not be unreasonably withheld. In conducting any inspections, tests or studies, Buyer and its authorized agents and representatives shall (a) not materially interfere with the operation, use and maintenance of the Property, (b) except for normal damage incidental to studies, inspections, investigations and tests, not damage any part of the Property or any personal property owned or held by any third party, (c) not injure or otherwise cause bodily harm to Seller or any of its respective agents, contractors and



employees or any other third party, (d) promptly pay when due, the cost of all inspections, tests or studies, (e) not permit any liens to attach to the Property by reason of the exercise of their rights under this Paragraph 7.a.(5), (f) restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken and, (g) not reveal or disclose any information obtained prior to the Close of Escrow concerning the Property to anyone outside of Buyer or its attorneys, except to the extent required by applicable law or court order. Seller shall be provided an opportunity to have a representative of Seller present during any testing. Prior to any entry onto the Property by Buyer or Buyer's representatives, Buyer shall furnish to Seller a copy of a certificate of insurance or self-insurance evidencing that Seller has been added as an additional insured to Buyer's general policy of liability insurance with the liability limit required in the Right of Entry Agreement (Exhibit "D") in connection with entry onto the Property. If the Close of Escrow does not occur for any reason other than the default of Seller, Buyer agrees to give to Seller copies of reports, studies, investigations or other work product of third party professionals retained by Buyer in connection with Buyer's due diligence activities.

b. Conditions Precedents to Seller's Obligation. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed Seller may waive any or all of such conditions):

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and;

(2) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

8. Deposits by Seller. At least 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 five (5) business days prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

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

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

10. Costs and Expenses. The cost and expense of the Title Policy attributable to ALTA 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. The amount of such transfer taxes shall not be posted on the Grant Deed, but shall be supplied by separate affidavit. 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. Seller is responsible for all real and personal property taxes and assessments accruing on the Property before the Close of Escrow. Buyer is responsible for all real and personal property taxes and assessments accruing on the Property on and after the Close of Escrow.

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

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

b. Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County, California ("Official Records"). 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. Hazardous Substances. To the best of Seller's actual knowledge no Hazardous Substances (defined below) exist now or have been used or stored on any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property in compliance with all applicable Environmental Laws (defined below).

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

l. Maximum Liability to Seller. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller's aggregate liability for any and all breaches of its representations and warranties herein prior to the Closing exceed \_\_\_\_\_ (**\$ Insert 1 % of purchase price**) if the Closing shall have occurred. This Paragraph 14.l shall not be applicable to a default by Seller prior to the Closing, such pre-closing default being governed by Paragraph 21.b hereof.

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

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

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

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

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

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

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

16. Reserved

17. HOLD HARMLESS/INDEMNIFICATION. Buyer shall indemnify and hold harmless Seller, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts of Buyer its officers, employees,

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

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

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

b. Continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding which accrue or are otherwise payable to Seller.

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: \_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

To Seller: County of Riverside, Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, California 92501

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 subparagraph (b) below.

b. Remedies.

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

(2) Default By Buyer. IN THE EVENT THE CLOSE OF ESCROW AND THE ACQUISITION OF THE PROPERTY BY BUYER DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF AN UNCURED DEFAULT OF BUYER AFTER NOTICE AND OPPORTUNITY TO CURE, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY

SUFFER. THEREFORE BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), THE FIRST ESCROW DEPOSIT IN THE AMOUNT OF (\$Insert 10% of purchase price). THE RETURN TO SELLER OF THE ESCROW DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON DEFAULT BY BUYER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NOTHING HEREIN SHALL BE DEEMED TO LIMIT OR OTHERWISE AFFECT BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Seller's Initials

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

22. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively

called the “Natural Hazard Matters”). Seller has engaged or will engage the services of a third-party (who, in such capacity, is herein called the “Natural Hazard Expert”) to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a (as amended) and to report the result of its examination to Buyer and Seller in writing.

23. AS-IS Condition of Property.

a. AS-IS. Buyer specifically acknowledges, represents and warrants that prior to Close of Escrow, Buyer and its agents and representatives will have thoroughly inspected the Property and observed the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Close of Escrow, Buyer waives any and all right or ability to make a claim of any kind or nature against Seller, and each of its Board of Supervisors, commissioners, directors, officers, employees, representatives, Property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively “Releasees”) for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that except for any representations expressly made by Seller in Paragraph 14 of this Agreement neither Seller or any of Seller's Board of Supervisors, employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property, the size of the Improvements (including without limitation, any discrepancies in square footage, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, “AS IS”, “WHERE IS” AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished to Buyer without any warranty of any kind from or on behalf of Seller. Buyer hereby represents and warrants to Seller that Buyer has performed an independent inspection and investigation of the Property and has also investigated and has knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations expressly made by Seller in Paragraph 14 of this Agreement, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation,



structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and groundwater, or whether the Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of Property or the square footage of the Improvements thereon or of any tenant space therein, (iii) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the American with Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the quality of any labor and materials used in any Improvements, or (viii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property.

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

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

24. Miscellaneous.

a. Compliance with Laws. Buyer shall comply with all applicable Federal, State and local laws and regulations. Buyer will comply with all applicable County of Riverside and Seller policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Buyer shall comply with the more restrictive law or regulation.

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

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

d. Nonliability of Seller Officials and Employees. No member, official, employee or consultant of the COUNTY shall be personally liable to the Buyer, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may



become due to the Buyer or to its successor, or on any obligations under the terms of this Agreement.

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

f. Required Actions of Buyer and Seller; Further Assurances. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated, and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Use Restrictions. The parties hereto acknowledge and agree that the covenants, conditions and restrictions set forth in the Grant Deed attached hereto as Exhibit C (collectively,

“Covenants”) are an integral part of this Agreement, and that Seller would not have agreed to sell the Property if such Covenants were not included in said Grant Deed. The parties acknowledge and agree that the Covenants are reasonably related to one or more legitimate objectives of the Seller. Buyer, on behalf of itself, its successors and assigns, agrees to abide by said Covenants, and to include said Covenants, or a reference to the Covenants set forth in the recorded Grant Deed, in all deeds executed by Buyer, its successors and assigns.

[Remainder of page intentionally blank]

[Signatures on following page]

THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED AND EXECUTED BY THE BOARD OF SUPERVISORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE.

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

**SELLER:**

**BUYER:**

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE, a public body,  
corporate and politic

By: \_\_\_\_\_  
John Benoit, Chairman  
Board of Commissioners

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

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

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

ATTEST:  
KECIA HARPER-IHEM

Clerk of the Board

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

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown,  
Deputy County Counsel

Acceptance by Escrow Holder:

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

EXHIBIT B  
PROPERTY MAP

EXHIBIT C  
GRANT DEED



Recorded at request of and return to:  
County of Riverside  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

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

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

PROJECT: LRPMP  
APN: \_\_\_\_\_

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency for the County of Riverside, a public body, corporate and politic ("Grantor") hereby grants to \_\_\_\_\_, 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. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

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

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

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

[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, a public body, corporate and politic

By: \_\_\_\_\_  
Alex Gann,  
Deputy County Executive Officer

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
COUNTY COUNSEL

By: \_\_\_\_\_  
Jhaila R. Brown,  
Deputy County Counsel

EXHIBIT D

RIGHT OF ENTRY AGREEMENT