

AGENDA
THURSDAY NOVEMBER 15, 2012
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
(Clerk 951-955-1060)

1:30 P.M.

Pledge of Allegiance to the Flag

Roll Call

OPENING COMMENTS:

BOARD MEMBERS

ADMINISTRATIVE ACTION:

1. Approval of Meeting Minutes – October 18, 2012
2. Approval of Successor Agency Item 4.6 of November 6, 2012; Approval of the Lease and Operating Agreement between the Successor Agency to the Redevelopment Agency for the County of Riverside and the Family Services Association, a California Non-Profit Corporation, for the Rubidoux Child Development Center
3. Legal Counsel to the Oversight Board

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

MEETING ADJOURNED TO: December 6, 2012

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.

THURSDAY NOVEMBER 15, 2012

Page 1 of 1

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

Reports, Discussion and Action Items

Meeting Date: November 15, 2012

Action: Approval of the Lease and Operating Agreement between the Successor Agency to the Redevelopment Agency for the County of Riverside and the Family Services Association, a California Non-Profit Corporation, for the Rubidoux Child Development Center, via Resolution No. 2012-019- Successor Agency Item 4.6, as approved by the County of Riverside Board of Supervisors on November 6, 2012

Background:

On November 6, 2012, 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 Successor Agency Item 4.6, the Lease and Operating Agreement between the Successor Agency and the Family Services Association, for the Rubidoux Child Development Center.

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

Recommendation: Staff recommends approval of the Lease and Operating Agreement between the Successor Agency to the Redevelopment Agency for the County of Riverside and the Family Services Association, a California Non-Profit Corporation, for the Rubidoux Child Development Center, via Resolution No. 2012-019, as approved by the County of Riverside Board of Supervisors on November 6, 2012, Item 4.6.

Attachments:

- Resolution No. 2012-019 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 4.6 of November 6, 2012 and all its applicable attachments

RESOLUTION NO. 2012-019

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING SUCCESSOR AGENCY AGENDA ITEM 4.6 OF NOVEMBER 6, 2012, RELATED TO THE LEASE AND OPERATING AGREEMENT FOR THE RUBIDOUX CHILD DEVELOPMENT CENTER PROJECT

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; and,

WHEREAS, the Successor Agency recommends Oversight Board approval of the Lease and Operating Agreement between the Successor Agency to the Redevelopment Agency for the County of Riverside and the Family Services Association, a California Non-Profit Corporation, for the Rubidoux Child Development Center Project, as approved by the County of Riverside Board of Supervisors on November 6, 2012, as Successor Agency agenda item 4.6,

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

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1. The Oversight Board approves Successor Agency agenda item 4.6 of November 6, 2012;

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

PASSED, APPROVED, AND ADOPTED by the Oversight Board for the Successor Agency to the Redevelopment Agency for the County of Riverside on November 15, 2012.

Approved as to Form:
Interim Oversight Board Legal Counsel

By: _____
Anita C. Willis

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

430



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
October 25, 2012

SUBJECT: Public Hearing – Resolution No. 2012-014, Approval of the Lease and Operating Agreement between the Successor Agency to the Redevelopment Agency for the County of Riverside and the Family Services Association, a California non-profit corporation, for the Rubidoux Child Development Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a public hearing pursuant to Section 33431 and 33433 of the Health and Safety Code;
2. Make findings that the Project is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, (Existing Facilities) as the Rubidoux Child Development Center is an existing public building and there will be no expansion beyond what currently exists;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: ANITA C. WILLIS
DATE: 10-16-12
Concurrent Concurrence

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

Prev. Agn. Ref.:

District: 2/2

Agenda Num

4.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

3. Adopt Successor Agency Resolution No. 2012-014, Approval of the Lease and Operating Agreement between Successor Agency to the Redevelopment Agency for the County of Riverside and Family Services Association;
4. Approve the attached Lease and Operating Agreement and authorize the Chairman of the Board to execute same on behalf of the Successor Agency;
5. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Lease and Operating Agreement including signing subsequent, necessary related documents to complete this transaction;
6. Direct the Clerk of the Board to post the Notice of Exemption; and
7. Direct staff to submit the agreement to the Oversight Board for formal review and approval.

BACKGROUND:

The Successor Agency to the Redevelopment Agency for the County of Riverside is the owner of record of the Rubidoux Child Development Center consisting of approximately 14,336 square feet plus adjacent parking lot area located at 3865 Riverview Drive, in the city of Jurupa Valley. The Successor Agency desires to operate a Child Care Center at the property and enter into a Lease and Operating Agreement with a Child Care Provider.

The County desires to lease the property to the Family Service Association (FSA), a California non-profit corporation, to operate the Rubidoux Child Development Center. FSA will provide Child Care Services and other related programs.

The term of the agreement shall be for a five year period commencing on the Effective Date and may be extended with proper notice for three separate five year periods. FSA shall pay \$1,500.00 per month to the County for the initial term of the agreement which shall constitute rent under this agreement.

Notice of the public hearing has been published pursuant to the requirements of Health and Safety Code § 33431 and Government Code § 6066. A report pursuant to Health & Safety Code § 33433 has been prepared and made available for review and is attached to this Form 11.

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, Existing Facilities Class 1 and General Rule Exemption Section 15061, a Notice of Exemption will be filed with the County Clerk. The proposed project, the Lease and Operating Agreement, is the letting of property involving existing facilities and no expansion of existing use will occur.

This Form 11, Resolution as well as the Lease and Operating Agreement have been reviewed and approved by County Counsel as to legal form.

(Continued)

Successor Agency to the Redevelopment Agency
Public Hearing – Resolution No. 2012-014, Approval of the Lease and Operating Agreement
between Redevelopment Agency for the County of Riverside and the Family Services Association
October 25, 2012
Page 3

Attached Documents:
Resolution 2012-014
Notice of Exemption
Notice of Intent
Summary Report

BOARD OF SUPERVISORS

SUCCESSOR AGENCY

RESOLUTION NO. 2012- 014

**AUTHORIZATION TO LEASE REAL PROPERTY FROM THE SUCCESSOR
AGENCY TO THE FAMILY SERVICE ASSOCIATION
(Second District)**

I. WHEREAS, the Successor Agency to the Redevelopment Agency for the County of Riverside (Successor Agency) is the owner of record of certain real property located at 3865 Riverside Drive, Riverside County, California (the "Property"), which is more particularly described in Exhibit A, attached and incorporated herein by reference.

II. WHEREAS, the Redevelopment Agency for the County of Riverside formerly owned that certain real property located at 3865 Riverview Drive, Riverside County, California (the Property), which is more particularly described in the legal description as set force in Exhibit A as Parcel B, attached and incorporated herein by reference;

III. WHEREAS, the Riverside County Board of Supervisors formerly adopted redevelopment plans for Redevelopment Project Area Nos. 1-1986, Jurupa Valley, Mid-County, Desert Communities and the I-215 Corridor, as amended, (the "Project Areas");

IV. WHEREAS, pursuant to Section 33670 of the Health and Safety Code, the Agency formerly began receiving tax increment from the Project Areas in January 1988, and continued to receive annual tax increment revenue;

V. WHEREAS, pursuant to Section 33430 of the Health and Safety Code, the Agency could within the survey area or for purposes of redevelopment sell, lease, exchange, subdivide, transfer, assign, pledge or otherwise dispose of any real or personal property or any interest in property;

VI. WHEREAS, the leasing of the Property by the Successor Agency is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA

1 Guideline Section 15301 because the use set forth herein is not an expansion of the
2 use beyond that considered in the Negative Declaration;

3 VII. WHEREAS, the Property includes the newly completed Rubidoux Child
4 Development Center (the "Center"), which consists of one 14,336 square foot building
5 and adjacent landscaping, parking lot, and thirty (30) parking spaces, as depicted on
6 Exhibits "B" and "C", attached , and incorporated herein by reference;

7 VIII. WHEREAS, the State Legislature passed AB X1 26 and AB X1 27 in the
8 2011-2012 Legislative Session which authorized either a total dissolution of the
9 Redevelopment Agencies in the State of California or would authorize the
10 Redevelopment Agencies to operate on the condition they agree to compensate the
11 state on an annual basis;

12 IX. WHEREAS, on July 18, 2011, the California Redevelopment Association
13 and the California League of Cities filed a petition with the State Supreme Court to
14 overturn this legislation;

15 X. WHEREAS, the California State Supreme Court, on December 29, 2011,
16 upheld AB X1 26 allowing the State to dissolve the agencies effective February 1,
17 2012, and striking down AB X1 27, which would have allowed the agencies the option
18 to continue to operate provided they compensate the State;

19 XI. WHEREAS, AB X1 26 provides that Redevelopment assets will be
20 transferred by operation of law to a Successor Agency;

21 XII. WHEREAS, the Successor Agency to the former Redevelopment Agency
22 for the County of Riverside is a separate public entity;

23 XIII. WHEREAS, Successor Agency desires to assist in providing facilities for
24 the Center that are in the vital and best interest of the residents of Rubidoux and
25 Jurupa Valley area;

26 XIV. WHEREAS, FSA Child Development Services offers a variety of
27 programs for children and their families;

28

1 XV. WHEREAS, FSA's Child Development Centers provide a safe,
2 stimulating and enriching environment with highly qualified and dedicated staff, to care
3 for children from infancy through preschool age;

4 XVI. WHEREAS, FSA programs provide activities and opportunities to develop
5 independence in an environment that encourage growth and positive self-awareness;

6 XVII. WHEREAS, FSA programs offer opportunities for appropriate social
7 interactions, in a loving atmosphere that develops respect for self and property;

8 XVIII. WHEREAS, Each FSA Center provides a well-balanced curriculum with
9 emphasis on children's social/emotional skills in an enriched cognitive environment.
10 This setting ensures that children's needs (intellectual, physical, emotional, social and
11 creative) are appropriately met at a variety of levels;

12 XIX. WHEREAS, each FSA Center encourages strong parental participation;

13 XX. WHEREAS, FSA desires a facility in which to provide childcare services
14 in the community of Rubidoux and Jurupa Valley to provide these services;

15 XXI. WHEREAS, FSA serves low and moderate income families;

16 XXII. WHEREAS, the purpose of this Agreement is to provide these services to
17 the community;

18 XXIII. WHEREAS, a report has been prepared and made available for public
19 review pursuant to Health and Safety Code Section 33433; and

20 XXIV. WHEREAS, the Successor Agency and FSA desire to enter into a
21 Lease and Operating Agreement for the Property in accordance with the terms and
22 conditions therein.

23 **NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND**
24 **ORDERED** by the Board of Supervisors of the County of Riverside, State of California,
25 as follows:

26 1. That the Board of Supervisors hereby finds and declares that the above
27 recitals are true and correct.

28

1 2. That the Lease and Operating Agreement between the Successor
2 Agency for the County of Riverside and the Family Services Association is approved.

3 3. That the Chairman of the Board of Supervisors is authorized to execute
4 the Lease and Operating Agreement, which is attached as Exhibit "A".

5 4. That the Assistant County Executive Officer/EDA or designee is hereby
6 authorized to take necessary steps to complete this transaction including executing
7 subsequent relevant and necessary documents, subject to County Counsel approval.

FORM APPROVED COUNTY COUNSEL

BY: *Anita C. Willis*

ANITA C. WILLIS DATE 10-16-12

24 MH:sl/100312/RV510/15.202 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.202.doc

EXHIBIT "B" - MAP LOT LINE ADJUSTMENT NO. _____

LEGAL DESCRIPTION: A PORTION OF LOTS 2 & 12, IN BLOCK 1 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS, SAN BERNARDINO COUNTY RECORDS, LYING IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

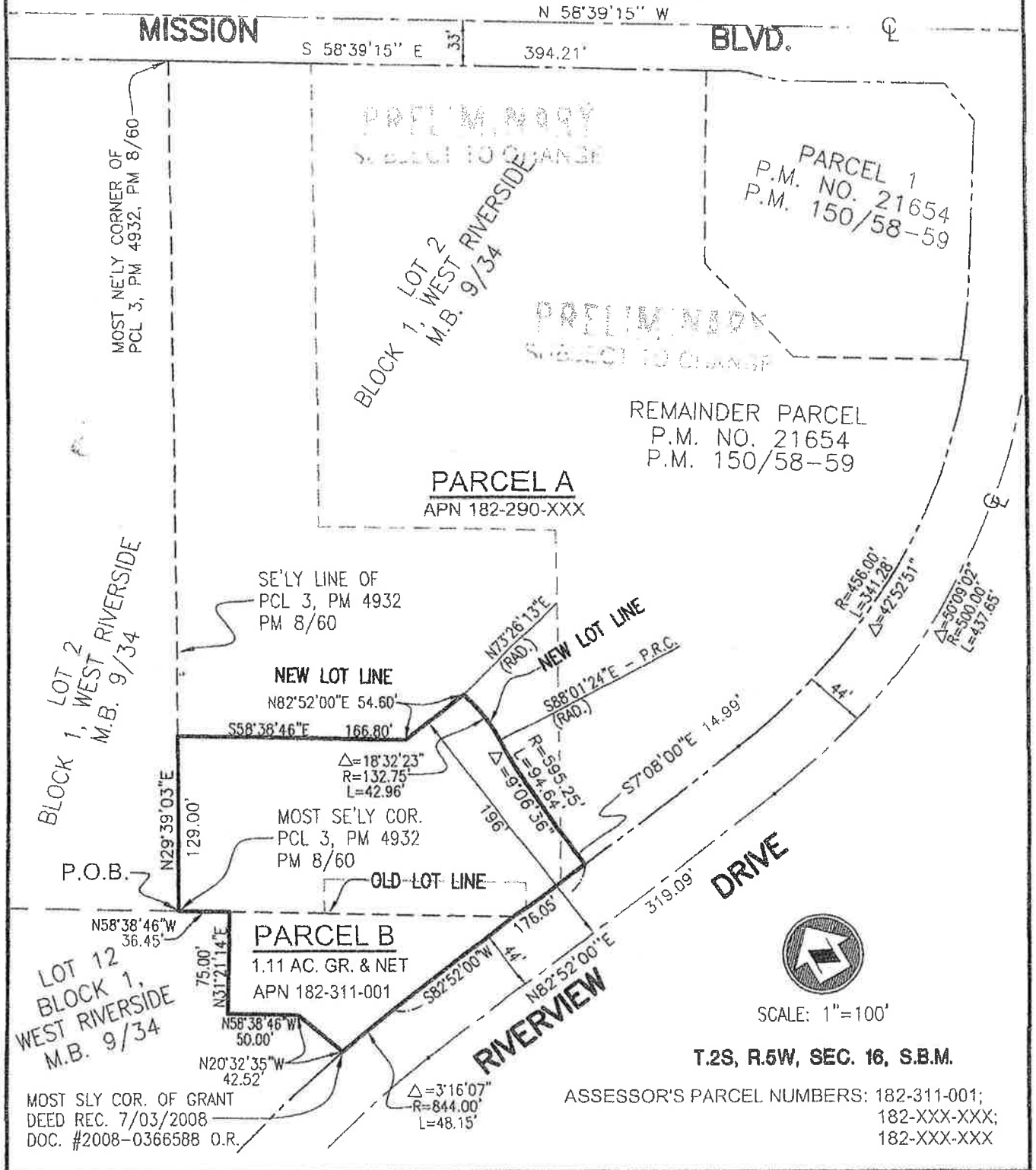


EXHIBIT "A" - LEGAL DESCRIPTION LOT LINE ADJUSTMENT NO. _____

BEING A PORTION OF LOTS 2 AND 12 IN BLOCK 1 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS, SAN BERNARDINO COUNTY RECORDS, LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING THE MOST SOUTHEASTERLY CORNER OF PARCEL 3 OF PARCEL MAP 4932 RECORDED IN MAP BOOK 8, PAGE 60, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 29°39'03" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 129.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 129.00 FEET NORTHEASTERLY OF THE MOST SOUTHWESTERLY LINE OF SAID LOT 2, BLOCK 1 OF WEST RIVERSIDE;

THENCE SOUTH 58°38'46" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 166.80 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 196.00 FEET NORTHERLY OF THE CENTERLINE OF RIVERVIEW DRIVE;

THENCE NORTH 82°52'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 54.60 TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 132.75 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 73°26'13" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'23", AN ARC LENGTH OF 42.96 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 595.25 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 88°01'24" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°06'36", AN ARC LENGTH OF 94.64 FEET;

THENCE SOUTH 7°08'00" EAST, A DISTANCE OF 14.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW DRIVE, BEING A 44.00 FOOT HALF WIDTH RIGHT-OF-WAY;

THENCE SOUTH 82°52'00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 176.05 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 844.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°16'07", AN ARC LENGTH OF 48.15 FEET TO THE MOST SOUTHERLY CORNER OF A CERTAIN PARCEL CONVEYED TO THE "REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE" BY A GRANT DEED RECORDED JULY 3, 2008 AS DOCUMENT NO. 2008-0366588 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 20°32'35" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL CONVEYED TO THE "REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE", A DISTANCE OF 42.52 FEET;

THENCE NORTH 58°38'46" WEST ALONG SAID SOUTHWESTERLY LINE, DISTANCE OF 50.00 FEET;

THENCE NORTH 31°21'14" EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED TO THE "REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE", A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, BLOCK 1 OF WEST RIVERSIDE;

THENCE NORTH 58°38'46" WEST ALONG SAID SOUTHWESTERLY LINE, DISTANCE OF 36.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 48,492 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.



PREPARED UNDER MY SUPERVISION

PRELIMINARY
SUBJECT TO CHANGE

BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRES: 12/31/2013

DATED: _____

T.2S, R.5W, SEC. 16, S.B.M.

ASSESSOR'S PARCEL NUMBERS: 182-290-005; &
PCL. MERGER A & PCL. MERGER B

EXHIBIT "B"

RIVERVIEW DR

FSA and Invitee
Parking

PROPOSED BUILDING 1
14,235 S.F.

RIVERVIEW DR



KEY PLAN



SITE PLAN 150 28

RUSBOUX CHILD DEVELOPMENT CENTER
RIVERSIDE COUNTY, CALIFORNIA
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

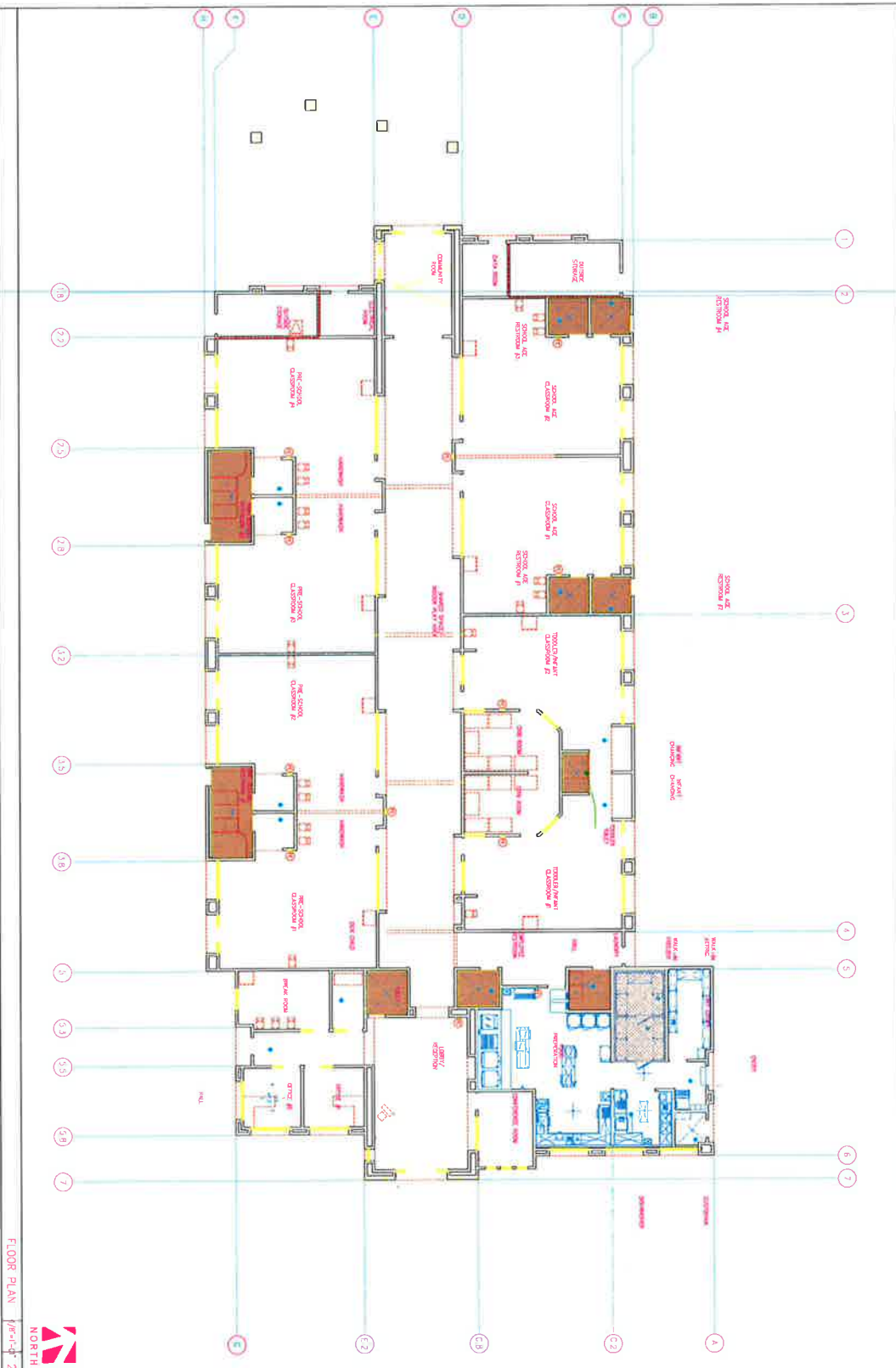
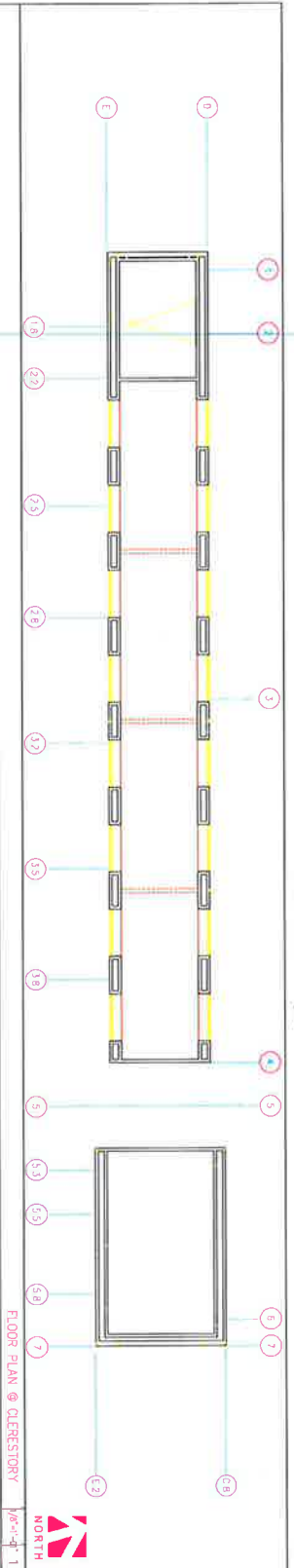
Rubhau Rubhau Clarke

OVERALL SITE PLAN

AS-1

DATE	BY	REVISION

EXHIBIT 'C'



<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	DESCRIPTION									<p>Ruhnu Clarke</p>	<p>FLOOR PLANS</p>	<p>A-1.0</p>
DATE	DESCRIPTION												

<p>KEYNOTES</p> <p>—</p>	<p>LEGEND</p> <p>—</p>
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<p>WALL LEGEND</p> <p>—</p>	<p>APPROVALS</p>
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1 depicted on Exhibits "B" and "C", attached hereto, and incorporated herein by
2 reference;

3 VI. WHEREAS, the State Legislature passed ABx 1 26 and ABx 1 27 in the
4 2011-2012 Legislative Session which authorized either a total dissolution of the
5 Redevelopment Agencies in the State of California or would authorize the
6 Redevelopment Agencies to operate on the condition they agree to compensate the
7 state on an annual basis;

8 VII. WHEREAS, on July 18, 2011, the California Redevelopment
9 Association and the California League of Cities filed a petition with the State Supreme
10 Court to overturn this legislation;

11 VIII. WHEREAS, the matter was decided by the California Supreme
12 Court on December 29, 2011, upholding ABx1 26 allowing the dissolution of
13 redevelopment agencies effective February 1, 2012, and struck down ABx 1 27 which
14 would have allowed agencies the opt in to continue to operate pursuant to the
15 Voluntary Redevelopment Program;

16 IX. WHEREAS, the Successor Agency) is the successor in interest to the
17 former Redevelopment Agency for the County of Riverside;

18 X. WHEREAS, Successor Agency desires to assist in providing child care
19 services in the Center that are in the vital and best interest of the residents of Rubidoux
20 and Jurupa Valley area;

21 XI. WHEREAS, FSA Child Development Services offers a variety of programs for
22 children and their families;

23 XII. WHEREAS, FSA's Child Development Centers provide a safe,
24 stimulating and enriching environment with highly qualified and dedicated staff, to care
25 for children from infancy through preschool age;

26 XIII. WHEREAS, FSA programs provide activities and opportunities to develop
27 independence in an environment that encourage growth and positive self-awareness;

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1 XIV. WHEREAS, FSA programs offer opportunities for appropriate
2 social interactions, in a loving atmosphere that develops respect for self and property;

3 XV. WHEREAS, Each FSA Center provides a well-balanced curriculum with
4 emphasis on children's social/emotional skills in an enriched cognitive environment.
5 This setting ensures that children's needs (intellectual, physical, emotional, social and
6 creative) are appropriately met at a variety of levels;

7 XVI. WHEREAS, each FSA Center encourages strong parental participation;

8 XVII. WHEREAS, FSA desires a facility in which to provide childcare services
9 in the community of Rubidoux and Jurupa Valley to provide these services;

10 XVIII. WHEREAS, FSA serves low and moderate income families;

11 XIX. WHEREAS, the Successor Agency has acquired furniture, fixtures and
12 equipment (Equipment) in support of providing child care services at the Center;

13 XX. WHEREAS, the purpose of this Agreement is to provide these services to
14 the community; and

15 XXII. WHEREAS, the Successor Agency and FSA desire, by this Agreement,
16 to enter into this Lease and Operating Agreement for the operation of a child care
17 center on the Property in accordance with the terms and conditions of this Agreement.

18 NOW THEREFORE, the Parties hereby enter in to this Agreement and agree to
19 the following:

20 **COVENANTS**

21 **ARTICLE I**

22 **PROPERTY AND TERM**

23 1.1 Effective Date. The Effective date of this Agreement is the date the
24 parties execute the Agreement. If the parties execute the Agreement on more than
25 one date, then the last date the Agreement is executed by a party shall be the Effective
26 date.

27 1.2 Term. The term of this Agreement shall be for an initial period of five (5)
28 years (the "Initial Term") commencing on the Effective date as defined in Section 1.1.

1 Thereafter, FSA may request three separate five year extension periods to (extension
2 term) this Agreement, provided they send written notice to Successor Agency of its
3 request within ninety (90) days prior to expiration of the original term or respective
4 Extension Term. The rent shall be increased three (3%) percent for each Extension
5 Term. In the event FSA fails to provide said notice, the Agreement shall terminate at
6 the expiration of the Initial Term or subsequent Extension Term

7 1.3 Acceptance of Property. FSA accepts the Property in an “as-is” and a
8 “where is” condition based solely on FSA’s own studies and investigations on the
9 effective date of the commencement of the term of this Agreement.

10 **ARTICLE II**
11 **RENT, TAXES AND UTILITIES**

12 2.1 Rent. FSA shall pay \$1,500.00 per month to Successor Agency as rent
13 for the Center payable on the first day of each and every month during the Agreement
14 Term as set forth in section 1.2 of this agreement. In the event it is necessary to
15 prorate the rent, the rent shall be prorated on a thirty (30) day basis.

16 2.2 Taxes and Assessments. During the term of this Agreement, FSA also
17 agrees to pay, or cause to be paid, all applicable real and personal property taxes,
18 general and special assessments, and other charges of every description as may be
19 levied on or assessed against the Center, improvements to the Center, or personal
20 property owned by FSA and located on or in the Center to the extent that such taxes,
21 assessments and charges. FSA understands and agrees that it may be subject to a
22 possessory interest tax in accordance with the California Revenue and Taxation Code.

23 2.3 Utilities. During the term of this Agreement, FSA further agrees to pay, or
24 cause to be paid, all utilities used upon the Property including without limitation
25 including water, gas, heat, electrical, telephone service, refuse collection and removal,
26 and all other services supplied to the Center.

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1 **ARTICLE III**

2 **USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS**

3 3.1 Limitations on Use. The Center shall be leased and operated by FSA for
4 the sole purpose of providing childcare services for the community and for the benefit
5 of residents and the general population of the community of Rubidoux and Jurupa
6 Valley.

7 3.2 Services to Low and Moderate Income Residents. FSA shall use its best
8 efforts to ensure that the child care services provided pursuant to this Agreement shall
9 be made available and accessible to the low and moderate income residents of the
10 community of Rubidoux, Jurupa Valley and Riverside County. FSA shall submit, a
11 written annual report of its compliance with this section to the Successor Agency each
12 year on or before the anniversary date of this Agreement in the form and manner
13 prescribed by the Successor Agency.

14 3.3. Food Services. In addition, FSA shall be permitted to engage in food
15 preparation services in connection with the childcare operations at the Center. FSA
16 shall also be permitted to engage in food preparation services to service their Mission
17 Villas Senior Center, as well as meals for homebound seniors only. No other food
18 preparation services may be provided by FSA at the Center.

19 3.4 No Liens or Easements. Except for permitted encumbrances,
20 easements, and restrictions approved in writing by Successor Agency, FSA agrees and
21 covenants not to place or allow to be placed any deed of trust, mortgage, or any other
22 type of lien upon the Property during the term of this Agreement without the written
23 consent of Successor Agency, which consent shall be in Successor Agency's absolute
24 discretion.

25 3.5 Maintenance of the Center. Successor Agency shall, at its sole cost and
26 expense, maintain, or cause to be maintained, the Center, including but not limited to
27 the mechanical, electrical, plumbing, and all operating systems including the parking lot
28 and landscaping in good condition and repair for the purposes in Section 3.1 and 3.2

1 above and in accordance with all applicable laws, including without limitation such
2 zoning, safety ordinances and laws, environmental regulations, and such rules and
3 regulations hereunder as may be binding upon Successor Agency.

4 3.6 Furniture, Fixtures and Equipment. Successor Agency and FSA agree
5 and acknowledge that the Successor Agency has provided and installed furniture,
6 fixtures and equipment for the operation of the Center and provision of child care
7 services (Equipment) as set forth in Exhibit "D" attached hereto and incorporated
8 herein. Such equipment includes, but is not limited to classroom equipment, office
9 equipment, furniture, and kitchen appliances. FSA shall, at its sole cost and expense,
10 be responsible for all necessary maintenance, repair and replacement of the
11 Equipment.

12 3.7 Compliance with Laws and Restrictions. FSA shall, at its sole cost and
13 expense, obtain any and all necessary permits and licenses, and shall fully comply with
14 all applicable ordinances, including building and zoning ordinances. FSA further
15 agrees to use the Center in compliance with all laws now in force or which may
16 hereafter be in force relative to its use as outlined in Section 3.1 above, including
17 without limitation compliance with all federal, state, and local statutes and regulations,
18 as well as all covenants, conditions, and restrictions contained in this Agreement.

19 3.8 Additional Obligations.

20 (a) FSA Obligations. FSA shall be obligated to provide childcare
21 programs and services to the community and the citizens of Riverside County including
22 but not limited to childcare services, and childcare recreational activities. The Center
23 shall be open, at a minimum, Monday through Friday from 6:00am - 6:00pm and may
24 be open evenings, weekends, and holidays at the discretion of FSA.

25 (b) FSA shall, at its sole cost and expense, be responsible for all
26 janitorial services.

27 ///

28 ///

1 **ARTICLE IV**
2 **FINANCING AND CONTRACTING WITH**
3 **THIRD PARTIES**

4 4.1 Contracting with Third Parties. FSA, in FSA's discretion, may enter into
5 Agreements and contracts for the purpose of providing janitorial services and in
6 connection with the uses required to be performed, by Section 3.1 above on the
7 Center, except that any and all Agreements and / or contracts for the use and
8 occupancy of space by third parties shall be subject to approval by Successor Agency
9 in Successor Agency's sole discretion. All such Agreements and contracts, to the
10 extent approved by Successor Agency, shall contain provisions necessary to protect
11 the Successor Agency, its officers, employees, successors, and assigns from any
12 liability arising out of the operation, maintenance or replacement of any improvements
13 and facilities in the Center as a result of such third party use or occupancy. The term
14 of any permit, contract, or other Agreement entered into by FSA affecting or related to
15 the Center shall not under any circumstances exceed the term of this Agreement.

16 4.2 No Assignment or Sublease. FSA shall not assign or sublease the
17 Property without the written consent of the Successor Agency. Such consent shall be
18 in the sole and absolute discretion of the Successor Agency.

19 **ARTICLE V**
20 **INSURANCE**

21 5.1 Insurance. Without limiting or diminishing the FSA's obligation to
22 indemnify and hold the Successor Agency harmless as set forth in section 10.1, FSA
23 shall procure and maintain or cause to be maintained, at its sole cost and expense, the
24 following insurance coverage's during the term of this Agreement:

25 (a). Workers' Compensation: If FSA has employees as defined by the
26 State of California, FSA shall maintain statutory Workers' Compensation Insurance
27 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
28 Employers' Liability (Coverage B) including Occupational Disease with limits not less

1 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
2 subrogation in favor of the Successor Agency, and, if applicable, to provide a Borrowed
3 Servant/Alternate Employer Endorsement.

4 (b). Commercial General Liability: Commercial General Liability
5 insurance coverage, including but not limited to, premises liability, contractual liability,
6 products and completed operations liability, personal and advertising injury, and cross
7 liability coverage, covering claims which may relate to, arise from or out of FSA's
8 performance of its obligations hereunder. Policy shall name the Successor Agency,
9 the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
10 their respective directors, officers, Board of Supervisors, employees, elected or
11 appointed officials, agents or representatives as Additional Insured. Policy's limit of
12 liability shall not be less than \$1,000,000 per occurrence combined single limit. If such
13 insurance contains a general aggregate limit, it shall apply separately to this
14 Agreement or be no less than two (2) times the occurrence limit.

15 (c). Vehicle Liability: If vehicles or mobile equipment are used in the
16 performance of the obligations under this Agreement, then FSA shall maintain liability
17 insurance for all owned, non-owned or hired vehicles so used in an amount not less
18 than \$1,000,000 per occurrence combined single limit. If such insurance contains a
19 general aggregate limit, it shall apply separately to this Agreement or be no less than
20 two (2) times the occurrence limit. Policy shall name the Successor Agency, the
21 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
22 respective directors, officers, Board of Supervisors, employees, elected or appointed
23 officials, agents or representatives as Additional Insured.

24 (d). General Insurance Provisions - All lines:

25 1) Any insurance carrier providing insurance coverage
26 hereunder shall be admitted to the State of California and have an A M BEST rating of
27 not less than A: VIII (A:8) unless such requirements are waived, in writing, by the
28 Successor Agency's Risk Manager. If the Successor Agency's Risk Manager waives a

1 requirement for a particular insurer such waiver is only valid for that specific insurer
2 and only for one policy term.

3 2) The FSA's insurance carrier(s) must declare its insurance
4 self-insured retentions. If such self-insured retentions exceed \$500,000 per
5 occurrence such retentions shall have the prior written consent of the Successor
6 Agency's Risk Manager before the commencement of operations under this
7 Agreement. Upon notification of self-insured retention unacceptable to the Successor
8 Agency, and at the election of the Successor Agency's Risk Manager, FSA's carriers
9 shall either; 1) reduce or eliminate such self-insured retention as respects this
10 Agreement with the Successor Agency, or 2) procure a bond which guarantees
11 payment of losses and related investigations, claims administration, and defense costs
12 and expenses.

13 3) FSA shall cause FSA's insurance carrier(s) to furnish the
14 Successor Agency with either 1) a properly executed original Certificate(s) of Insurance
15 and certified original copies of Endorsements effecting coverage as required herein,
16 and 2) if requested to do so orally or in writing by the County's Risk Manager, provide
17 original Certified copies of policies including all Endorsements and all attachments
18 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
19 and policies of insurance shall contain the covenant of the insurance carrier(s) that
20 thirty (30) days written notice shall be given to the Successor Agency prior to any
21 material modification, cancellation, expiration or reduction in coverage of such
22 insurance. In the event of a material modification, cancellation, expiration, or reduction
23 in coverage, this Agreement shall terminate forthwith, unless the Successor Agency
24 receives, prior to such effective date, another properly executed original Certificate of
25 Insurance and original copies of endorsements or certified original policies, including all
26 endorsements and attachments thereto evidencing coverage's set forth herein and the
27 insurance required herein is in full force and effect. FSA shall not commence
28 operations until the Successor Agency has been furnished original Certificate (s) of

1 Insurance and certified original copies of endorsements and if requested, certified
2 original policies of insurance including all endorsements and any and all other
3 attachments as required in this Section. An individual authorized by the insurance
4 carrier to do so on its behalf shall sign the original endorsements for each policy and
5 the Certificate of Insurance.

6 4) If, during the term of this Agreement or any extension
7 thereof, there is a material change in the permitted use, the Successor Agency
8 reserves the right to adjust the types of insurance required under this Agreement and
9 the monetary limits of liability for the insurance coverage's currently required herein, if;
10 in the Successor Agency Risk Manager's reasonable judgment, the amount or type of
11 insurance carried by the FSA has become inadequate.

12 5) FSA shall pass down the insurance obligations contained
13 herein to all tiers of vendors working under this Agreement.

14 6) The insurance requirements contained in this Agreement
15 may be met with a program(s) of self-insurance acceptable to the Successor Agency.

16 7) FSA shall notify Successor Agency of any claim by a third
17 party or any incident or event that may give rise to a claim arising from the
18 performance of this Agreement within 10 days of receipt of notice thereof.

19 **ARTICLE VI**

20 **DAMAGE OR DESTRUCTON**

21 **DURING TERM OF AGREEMENT**

22 6.1 Restoration of Property. If during the term of this Agreement, the Center
23 is damaged, whether or not from a risk covered by insurance, and subject to the other
24 provisions of this Agreement regarding termination, Successor Agency shall have the
25 option, but shall not be obligated to make the repairs necessary to restore the Center
26 and all the improvements thereon, to a condition for occupancy or use comparable to
27 the condition thereof before such damage provided that if Successor Agency
28 determines in its sole discretion, that it is not feasible to do so, Successor Agency shall

1 have the right to terminate this Lease and Operating Agreement. .

2 **ARTICLE VII**

3 **DEFAULT AND TERMINATION**

4 7.1 Events of Default. The following events shall be a default by FSA (Event
5 of Default):

6 (a) Failure of FSA to perform or observe any provisions or
7 condition of this Agreement, including, but not limited to compliance with the uses
8 outlined in Section 3.1.

9 (b) The subjection of any material right or interest of FSA to
10 attachment, execution, or other levy, or to seizure under legal process which
11 would materially interfere with FSA's ability to comply with the required uses set
12 forth in Section 3.1 above in the Center.

13 (c) In the event the Center becomes a public nuisance or
14 disturbs the peace and tranquility of the surrounding residents as adjudicated by the
15 final judgment of a court of competent jurisdiction.

16 7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged
17 default of FSA, Successor Agency shall provide written notice of default to FSA. Each
18 notice of default shall specify in detail the alleged "Event of Default" and the intended
19 remedy. FSA shall have thirty (30) days after notice is delivered (see Section 11.3:
20 Notices, below) to cure the alleged default. In the event that any non-monetary default
21 is of such a nature that the same cannot reasonably be cured within the thirty (30) day
22 period described above, then the cure period shall be extended by such further
23 reasonable period (not to exceed an additional 90 days) so long as FSA commences
24 the cure within the thirty (30) day period described above and thereafter diligently
25 prosecutes the cure to completion.

26 7.3 Remedies. In the event a material default by FSA continues uncured for
27 a period of thirty (30) days following written notice, unless a longer cure period is
28 provided pursuant to Section 7.2, in addition to the rights and remedies provided by law

1 or equity, Successor Agency may at its election terminate this Agreement by giving
2 FSA written notice of termination. On the giving of notice of termination, all of FSA's
3 rights to occupancy of the Property and improvements shall terminate. Promptly after
4 notice of termination, FSA shall surrender and vacate the Property, Equipment, and all
5 improvements in good and clean condition.

6 7.4 Early Termination by FSA. In the event that FSA's funding is withdrawn,
7 FSA may terminate this Agreement by giving written notice to Successor Agency at
8 least forty-five (45) days in advance. Upon such termination, FSA must surrender the
9 Property, Equipment, and all improvements in good, clean and working condition.

10 **ARTICLE IIX**

11 **ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE AND WATER**

12 **QUALITY MANAGEMENT PLAN**

13 8.1 Environmental Protection. FSA shall not discharge, dispose of, or permit
14 to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of
15 any kind, within or outside the Center that could result in destruction of habitat or the
16 contamination or pollution of said Center. FSA shall at all times comply with all
17 applicable federal, state, and local laws, orders, and regulations, as may be amended
18 with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm
19 water runoff, and any and all other pollutants, including soil sediments, and shall cause
20 its employees, agents and other persons or entities under its control to comply fully
21 with such laws, orders, and regulations.

22 8.2 Hazardous Materials. FSA shall not use or allow anyone else to use the
23 Center to generate, manufacture, refine, transport, treat, store, handle, recycle,
24 release, or dispose of any hazardous material, other than as reasonably necessary for
25 the operation of its operations and activities as contemplated under this Agreement .
26 The term "hazardous material" means any hazardous substance, material, or waste
27 including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of
28 Transportation), the Cal/EPA Chemical Lists, or petroleum products and their

1 derivatives. However, this shall not apply to the use of petroleum products and related
2 substances incidental to operation of motorized equipment and vehicles whose
3 operation on the premises is contemplated by this Agreement. FSA shall immediately
4 notify Successor Agency in writing in the event of any release of hazardous material,
5 violation of any environmental law, or actions brought by third parties against FSA
6 alleging environmental damage. FSA shall indemnify and hold Successor Agency
7 harmless from any and all damages of any nature (including payment of attorney fees)
8 related to or arising out of the discharge or release of hazardous materials caused by
9 FSA or any person or entity under its control. Successor Agency represents and
10 warrants to FSA that, to the best of Successor Agency knowledge, no hazardous
11 material has been generated, manufactured, refined, transported, treated, stored,
12 handled, recycled, released, or disposed of on, under, or about the Center or Property
13 prior to the effective date of this Agreement. In the event that FSA discovers that any
14 hazardous material has been generated, manufactured, refined, transported, treated,
15 stored, handled, recycled, released, or disposed of on, under, or about the Center or
16 Property prior to the effective date of this Agreement, then FSA shall have the right to
17 immediately terminate this Agreement and shall have no remediation responsibility,
18 and Successor Agency shall indemnify, defend and hold harmless FSA from any and
19 all liability of any type related thereto, including attorney's fees.

20 8.3 Water Quality Management Plan. Successor Agency shall be
21 responsible for the operation and management of best management practices (BMPs)
22 as set forth in Exhibit "E" associated with the Property's Water Quality Management
23 Plan for the term of this Agreement. Successor Agency shall be responsible for any
24 fine, penalty, or any other civil, administrative or criminal liability resulting from
25 Successor Agency failure to maintain the BMPs, except in the event FSA's action or
26 inaction contributes to or in any way creates a maintenance issue or detrimentally
27 affects Successor Agency ability to maintain the BMP's, then FSA shall be responsible
28

1 for any fine, penalty, or any other civil, administrative or criminal liability resulting from
2 a failure to maintain the BMPs.

3 **ARTICLE IX**

4 **SURRENDER AND DISPOSITION OF PROPERTY**

5 9.1 Surrender of Property. Upon the expiration or earlier termination of this
6 Agreement, FSA shall surrender the Center to the Successor Agency and all
7 improvements and Equipment in a good, clean and working condition, subject to
8 reasonable wear and tear.

9 9.2 Disposition of FSA's Property upon Termination. Upon the expiration or
10 earlier termination of this Agreement, any improvements constructed in the Center by
11 FSA (other than trade fixtures or other removable fixtures) shall become the property of
12 Successor Agency at no cost or expense to Successor Agency.

13 **ARTICLE X**

14 **INDEMNIFICATION**

15 10.1 Indemnification by FSA. FSA shall defend, indemnify, and hold
16 Successor Agency harmless from, and reimburse Successor Agency for, any loss,
17 cost, expense, liability, or damages of every kind or nature, including but not limited to
18 injury to or death of any person or destruction of property in connection with or in any
19 way related to, the use by FSA or any third party of the Center or any facilities located
20 thereon, except to the extent of the negligent or intentional acts or omissions of, or the
21 breach of this Agreement or violation of applicable laws by, the Successor Agency or
22 its officers, directors, employees, agents or contractors, and further excepting any
23 claims arising from the presence, discharge or release of hazardous materials
24 occurring prior to the effective date of this Agreement. In addition, FSA shall defend,
25 indemnify, and hold Successor Agency harmless from any breach or default in the
26 performance of any obligation to be performed by FSA under this Agreement, any
27 violation of governmental law or regulation, or any intentional misconduct or negligence
28 of FSA, or any officer, agent, employee, guest, or invitee of FSA , regardless of

1 this Agreement shall not in any way be affected or impaired thereby. To the extent
2 permitted by applicable law, each party to this Agreement waives any provision of law
3 that renders any provision of this Agreement invalid, illegal, or unenforceable in any
4 respect. In the event any provision of this Agreement shall be held invalid, illegal, or
5 unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal,
6 and enforceable provision that implements the purposes and intents of this Agreement.

7 **11.3 No Third Part Beneficiaries.** This Agreement is made and entered into for
8 the sole protection and benefit for the parties hereto. No other person or entity shall
9 have any right of action based upon the provisions of this Agreement.

10 **11.4 Notices.** All notices, requests, demands, waivers, consents, and other
11 communications hereunder shall be in writing and shall be either , hand-delivered, sent
12 by certified mail, or delivered by a regionally or nationally recognized overnight courier
13 service, freight prepaid, and shall be deemed to have been duly given and to have
14 become effective upon receipt, directed to the parties at the following addresses (or at
15 such other address as shall be given in writing by a party hereto):

16 If to Successor Agency, addressed to:

17 Successor Agency to the Redevelopment Agency
18 County of Riverside
19 P.O. Box 1180
20 Riverside, CA 92502
21 ATTN: Assistant County Executive Officer/EDA

22 If to Lessee, addressed to:

23 Mr. Dom Betro
24 President/CEO
25 Family Services Association
26 21250 Box Springs Road, Suite 212
27 Moreno Valley, CA 92557
28

1 11.5 Entire Agreement. This Agreement and those documents incorporated
2 herein by reference or attached: (i) constitutes the entire Agreement, supersedes all
3 other prior Agreements and understandings, both written and oral, among the parties,
4 or any of them, with respect to the subject matter of this Agreement; (ii) is not intended
5 to confer upon any person other than the parties to this Agreement any rights or
6 remedies under this Agreement.

7 11.6 Additional Documents. In addition to the documents and instruments to
8 be delivered as provided in this Agreement, each of the parties shall, from time to time
9 at the request of the other party, execute and deliver to the other party such other
10 documents and shall take such other actions as may be reasonably required to carry
11 out the terms of this Agreement.

12 11.7 Jurisdiction and Venue. This Agreement shall be governed and
13 construed in accordance with the laws of the State of California. The Successor
14 Agency and FSA agree that the Agreement has been entered into at Riverside County,
15 California, and that any action or proceeding commenced to enforce or interpret this
16 Agreement shall be filed in the Superior Court for the State of California, in Riverside,
17 California.

18 11.8 Attorney's Fees. In the event of any litigation between the Successor
19 Agency and FSA to enforce any of the provisions of this Agreement or any right of
20 either party hereto, the unsuccessful party to such litigation shall pay to the prevailing
21 party all costs and expenses, including reasonable attorney's fees, incurred therein by
22 the prevailing party, all of which shall be included in and as part of the judgment
23 rendered in such litigation. 11.9 Relationship to the Successor Agency and FSA.

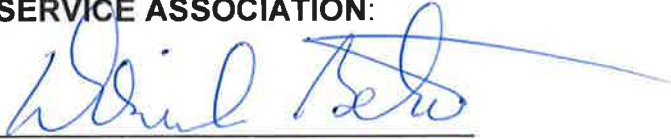
24 Nothing contained herein shall be deemed or construed as creating the relationship of
25 principal and agent or of partnership or of joint venture by the parties hereto, it being
26 understood and agreed that no provision contained in this Agreement nor any acts of
27 the parties hereto shall be deemed to create any relationship other than the
28 relationship of lessor and lessee. FSA is an independent contractor.

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed as of the date written.

3 **SUCCESSOR AGENCY:**

4
5 By: _____
6 John Tavaglione, Chairman
7 Board of Supervisors

8 **FAMILY SERVICE ASSOCIATION:**

9 By: 
10 _____
11 Dominick Betro
12 President/CEO

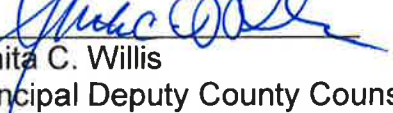
13 **ATTEST:**

14 Kecia Harper-Ihem
15 Clerk of the Board

16
17 By: _____
18 Deputy

19 **APPROVED AS TO FORM:**

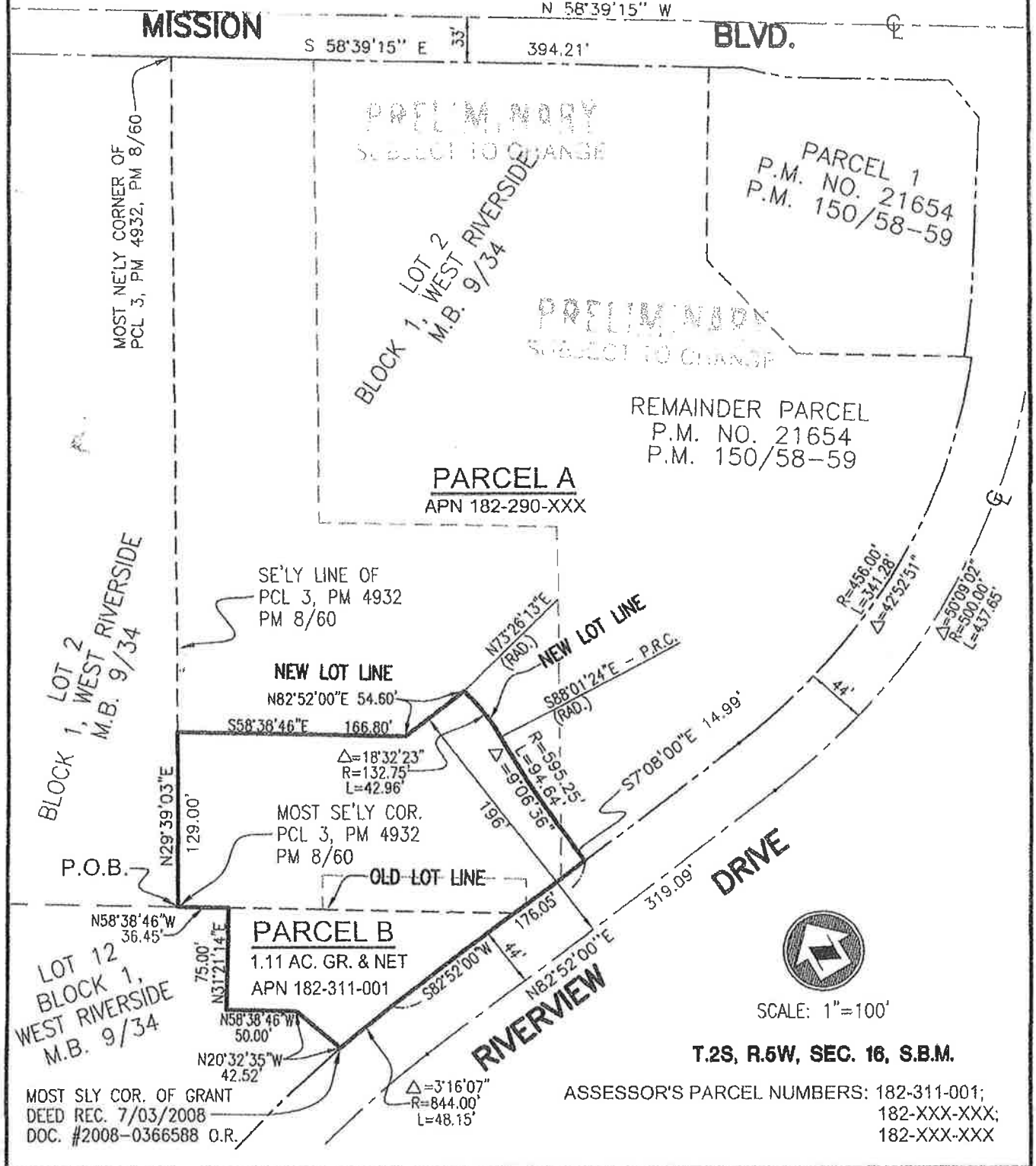
20 Pamela J. Walls
21 County Counsel

22 By: 
23 _____
24 Anita C. Willis
25 Principal Deputy County Counsel

26
27 SG:jg/10/1/12/RV510 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.087.doc

EXHIBIT "B" - MAP LOT LINE ADJUSTMENT NO. _____

LEGAL DESCRIPTION: A PORTION OF LOTS 2 & 12, IN BLOCK 1 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS, SAN BERNARDINO COUNTY RECORDS, LYING IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.



**EXHIBIT "A" - LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. _____**

BEING A PORTION OF LOTS 2 AND 12 IN BLOCK 1 OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS, SAN BERNARDINO COUNTY RECORDS, LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING THE MOST SOUTHEASTERLY CORNER OF PARCEL 3 OF PARCEL MAP 4932 RECORDED IN MAP BOOK 8, PAGE 60, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 29°39'03" EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 129.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 129.00 FEET NORTHEASTERLY OF THE MOST SOUTHWESTERLY LINE OF SAID LOT 2, BLOCK 1 OF WEST RIVERSIDE;

THENCE SOUTH 58°38'46" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 166.80 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 196.00 FEET NORTHERLY OF THE CENTERLINE OF RIVERVIEW DRIVE;

THENCE NORTH 82°52'00" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 54.60 TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 132.75 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 73°26'13" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'23", AN ARC LENGTH OF 42.96 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 595.25 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 88°01'24" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°06'36", AN ARC LENGTH OF 94.64 FEET;

THENCE SOUTH 7°08'00" EAST, A DISTANCE OF 14.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERVIEW DRIVE, BEING A 44.00 FOOT HALF WIDTH RIGHT-OF-WAY;

THENCE SOUTH 82°52'00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 176.05 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 844.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°16'07", AN ARC LENGTH OF 48.15 FEET TO THE MOST SOUTHERLY CORNER OF A CERTAIN PARCEL CONVEYED TO THE "REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE" BY A GRANT DEED RECORDED JULY 3, 2008 AS DOCUMENT NO. 2008-0366588 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 20°32'35" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL CONVEYED TO THE "REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE", A DISTANCE OF 42.52 FEET;

THENCE NORTH 58°38'46" WEST ALONG SAID SOUTHWESTERLY LINE, DISTANCE OF 50.00 FEET;

THENCE NORTH 31°21'14" EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED TO THE "REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE", A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, BLOCK 1 OF WEST RIVERSIDE;

THENCE NORTH 58°38'46" WEST ALONG SAID SOUTHWESTERLY LINE, DISTANCE OF 36.45 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 48,492 SQUARE FEET OR 1.11 ACRES, MORE OR LESS.



PREPARED UNDER MY SUPERVISION

PRELIMINARY
S. SUBJECT TO CHANGE

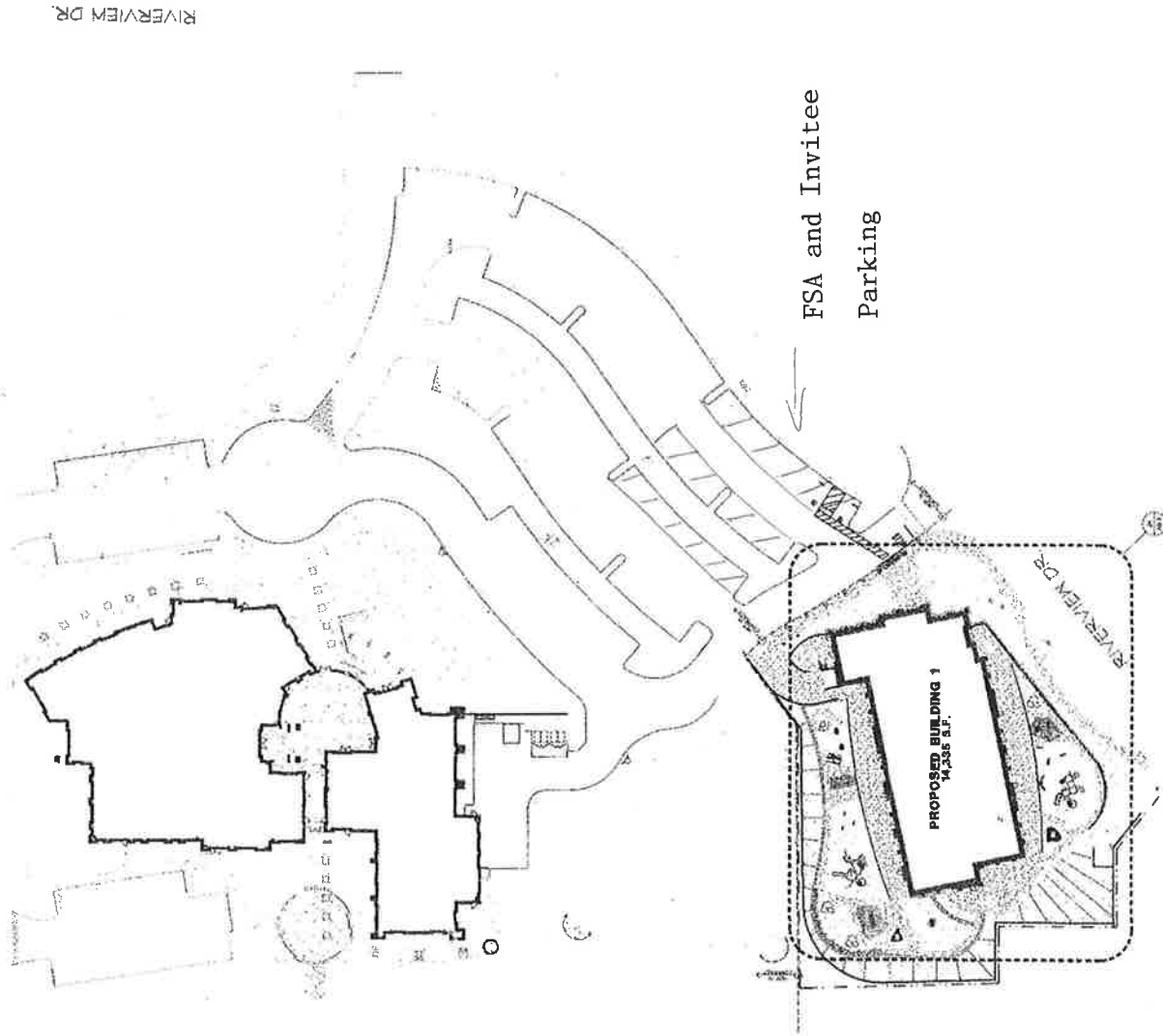
BRIAN D. FOX
PROFESSIONAL LAND SURVEYOR NO. 7171
REGISTRATION EXPIRES: 12/31/2013

DATED: _____

T.2S, R.6W, SEC. 16, S.B.M.

ASSESSOR'S PARCEL NUMBERS: 182-290-005; &
PCL. MERGER A & PCL. MERGER B

EXHIBIT "B"



SITE PLAN 1.301 29 APPROVALS

<p>APPROVED BY: [Signature]</p> <p>DATE: [Date]</p>	<p>DESIGNED BY: [Signature]</p> <p>DATE: [Date]</p>	<p>PROJECT: RUBINOUX CHILD DEVELOPMENT CENTER</p> <p>ADDRESS: [Address]</p> <p>CITY: RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY</p>	<p>OVERALL SITE PLAN</p> <p>AS-1</p>
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KEY PLAN

EXHIBIT "C"



APPROVALS	FLOOR PLANS	A-1.0
	Ruhnau	Clarke



QUOTE 53192
 Lakeshore Learning Materials
 2695 E. Dominguez St Carson, CA 90895
 (310)537-8600 (800)421-5354
 www.lakeshorelearning.com

To contact your local representative, Bobby Hawke, please call 800-421-5354 or email bhawke@lakeshorelearning.com

Bill to:

61019
 FAMILY SERVICES ASSOCIATION
 21250 BOX SPRINGS RD STE 215


MORENO VALLEY CA 92557
 (760) 662-0093
 CORRINE GENTRY





Comments:
 CONTACT:CORRINE GENTRY
 DELIVERY 7-10 DAYS ARO. PRICES GOOD FOR 90 DAYS.





FOB DESTINATION:FREE SHIPPING
 DISCOUNT REFLECTED IN PRICE.






PLEASE REFERENCE QUOTE NUMBER 53192 ON YOUR PURCHASE ORDER.






Entry date: 07/23/2012 Sis: 4 Your reference number: RUBIDOUX CHILD DEV PROJ





Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
1	Soft Seat	BR302	7	Backpatter's Seat	\$49.95	\$45.95	\$321.65	
Finally—caregivers can sit comfortably on the floor! Our ingenious adjustable seat provides cushioned back support and is ideal for soothing tots at naptime, reading a story on the carpet & so much more. Just lift the back of the seat to a comfortable height—then lay it flat for storage! Removable microfiber cover is machine-washable; seat is 22" wide.								





Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
2	Toddler Chair	AA608	6	Classic Birch Hardwood Toddler Chair - 8" Sized for our 14" Easy-Clean Toddler Table; 6"-high seat. With extra-wide seats, angled backrests and rounded arms, our sturdy chairs are super-comfy for tots! Chairs stack for storage and have tip-resistant legs. GREENGUARD® Certified. Lifetime warranty. Assembly required. Sized for our 16" Easy-Clean Toddler Table; 8"-high seat.	\$43.95	\$40.43	\$242.58	
3	Toddler Chair	AA608	4	Classic Birch Hardwood Toddler Chair - 8" Sized for our 14" Easy-Clean Toddler Table; 6"-high seat. With extra-wide seats, angled backrests and rounded arms, our sturdy chairs are super-comfy for tots! Chairs stack for storage and have tip-resistant legs. GREENGUARD® Certified. Lifetime warranty. Assembly required. Sized for our 16" Easy-Clean Toddler Table; 8"-high seat.	\$43.95	\$40.43	\$161.72	
4	Stacking Chairs	CN816YE	4	15 1/2" Classroom Chair - Yellow The contoured design of these sturdy stacking chairs guarantees years of comfortable classroom seating. Heavy-gauge steel frames and color-coordinated legs are specially designed to help the chairs resist tipping, while non-marring, self-leveling glides give maximum stability. Chairs stack securely for compact storage. Made of easy-to-clean polypropylene. Measurements given are for seat heights. Chairs are available in red, yellow or blue. Please specify color after adding these items to your shopping cart. Assembled. Lifetime warranty.	\$34.95	\$32.15	\$128.60	
5	Stacking Chairs	EE515BU	18	Kids Colors™ 15 1/2" Stacking Chair - Blue Super-rugged, comfortable seating...that stands up to anything kids can dish out! Our brawny Kids Colors chairs are built for years of classroom use—with securely braced, all-steel frames that are incredibly thick and stable, and tough nylon tips that keep legs and floors protected. Plus, the seats are molded from solid polypropylene and ergonomically contoured—for superior comfort that lasts and lasts. Comes assembled! Available in blue, red, yellow or teal. Please specify color choice after adding this item to your shopping cart. Matching tables sold separately. Lifetime warranty.	\$59.95	\$55.15	\$992.70	

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
6	Stacking Chairs	DG509	12	9 1/2" Heavy-Duty Stacking Chair	\$44.95	\$41.35	\$496.20	
<p>Tough and comfortable classroom chairs—in a wide range of sizes to seat toddlers through teachers! Our natural-looking, stackable chairs feature solid polypropylene seats that are easy to clean, with ergonomically contoured backs that make them super-comfy. Plus, the extra-sturdy frames are made of indestructible steel that's sure to last through years & years of busy use—while the no-scuff nylon tips keep your floors looking like new! Lifetime warranty. Comes assembled!</p>								
7	Chairs	RH15	3	15" Oak Chair	\$109.95	\$101.15	\$303.45	
<p>Old-fashioned quality that will endure for generations! Crafted of the finest solid hardwood and strong enough for an adult to stand on, our oak chairs have smoothly sanded surfaces with a protective finish, securely braced bottoms and contoured seats. 11 1/2", 13" and 15" chairs even have rungs for smaller kids. Lifetime warranty. Measurements given are for seat heights. Comes assembled! Old-fashioned quality that will endure for generations! Crafted of the finest solid hardwood and strong enough for an adult to stand on, our oak chairs have smoothly sanded surfaces with a protective finish, securely braced bottoms and contoured seats. 11 1/2" and larger chairs even have rungs for smaller kids. Measurements given are for seat heights.</p>								
8	Stacking Chairs	JJ4710B	24	9 1/2" Colors of Nature™ Chair	\$24.95	\$22.95	\$550.80	
<p>Lifetime warranty.</p>								
9	Stacking Chairs	JJ4720B	120	11 1/2" Colors of Nature™ Chair	\$26.95	\$24.79	\$2,974.80	
<p>Lifetime warranty.</p>								

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
10	Arm Chair	FF682BR	5	Just Like Home Comfy Chair	\$129.00	\$118.68	\$593.40	
				Seat is 10" high; 25"w x 19 3/4"d x 20 1/2"h.				
11	Sofa	FF683BR	5	Just Like Home Comfy Couch	\$179.00	\$164.68	\$823.40	
				Seat is 10" high; 25"w x 19 3/4"d x 20 1/2"h. Give children super-comfy seating that reminds them of home—with our incredibly durable, child-sized furniture! With the familiar look of cozy living room furniture, each wipe-clean vinyl piece has a sturdy wooden frame and cushy foam padding, plus a super-rugged design that's made to last & last! Seat is 10 1/2" high; 36"w x 19 3/4"d x 20 1/2"h.				
12	Sofa	FF683BU	1	Easy-Clean Comfy Couch - Blue	\$179.00	\$164.68	\$164.68	
				36"w x 19 3/4"d x 20 1/2"h; seat is 10 1/2" high. Please specify color: red or blue.				
13	Bench	HH364	5	Read & Relax Book Station	\$349.00	\$321.08	\$1,605.40	
				Transform any spot in your classroom into a cozy reading nook with this solid wood station! Our station features a roomy bench with a removable, wipe-clean vinyl cushion for added comfort. Plus, 3 storage cubbies below the bench keep tons of books right within children's reach! Cubbies are perfect alone or with our book bins below. 39"w x 18"d x 29 1/2"h. GREENGUARD® Certified. Lifetime warranty. Assembly required.				
14	Table	AA706	1	Classic Birch Infant-Toddler Transition Table	\$299.00	\$275.08	\$275.08	
				An ingenious way to transition tots from highchairs to tables! Our unique table has curved cutouts on all 4 sides that are modeled just like a highchair tray—so little ones can sit right up close for snack time or playtime. 36"w x 36"d hardwood table has a laminated tabletop for quick and easy cleanups, and adjusts from 14 1/2" to 16" to 19" high. Seats up to 4 children. GREENGUARD® Certified. Lifetime warranty. Comes assembled.				

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
15	Toddler Table	AA588	3	Classic Birch Easy-Clean Toddler Table - 16"	\$135.00	\$124.20	\$372.60	
<p>28"w x 20"d x 14"h. With a sturdy design, safe rounded corners and a wipe-clean surface, our finely crafted tables are just the place for tots to build, play, color or enjoy a snack. Each of our hardwood tables features a durable laminate tabletop for easy cleanups, and smooth edges for added safety. GREENGUARD® Certified. Lifetime warranty. Available in 3 convenient heights. Coordinating hardwood chairs are sold separately. Assembly required. 28"w x 20"d x 16"h.</p>								
16	Toddler Table	AA265	2	30" x 60" Rectangular Toddler Table	\$229.00	\$210.68	\$421.36	
<p>Our classroom tables are incredibly safe, sturdy--and sized just for tots! The adjustable tables have thick, wipe-clean laminate tabletops & smooth vinyl edgebands for extra safety & durability. Plus, the sturdy steel legs have tough, protective nylon tips. Tables adjust from 12" to 18" high. Lifetime warranty. Easy assembly.</p>								
17	Adjustable Table	DG588	3	Low 30" x 60" Rectangular Table	\$229.00	\$210.68	\$632.04	
<p>Our heavy-duty tables combine the timeless appeal of wood with the rugged durability of laminate! Each table has kid-friendly details like rounded corners & vinyl edging, plus a thick 1 1/4" tabletop that wipes clean and resists scratches and stains. The super-sturdy steel legs even adjust to the perfect height...and come with tough nylon tips to protect classroom floors! Regular tables adjust from 21" to 30" high. Low tables adjust from 15" to 24" high. Lifetime warranty. Easy assembly.</p>								
18	Adjustable Table	JJ8240B	15	30" x 60" Table	\$199.00	\$183.08	\$2,746.20	
<p>Lifetime warranty.</p>								
19	Table & Chairs	HD865	5	Butcher-Block Table and Chair Set	\$199.00	\$183.08	\$915.40	
<p>Our 3-piece child-sized dinette set is perfect for role-playing mealtimes, eating a snack, or even expanding classroom work space. Solidly built table has a wipe-clean butcher-block top and smooth, rounded edging that prevents snags. The extra-sturdy wooden table measures 28"w x 21"h; the 2 matching chairs have seats that are 12" from the ground. GREENGUARD® Certified. Simple assembly. Play dishes and food are sold separately. Extra chairs are also available.</p>								

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
20	Bookstand	AA692	3	No-Climb Bookstand Big enough to display tons of storytime favorites, but low enough to discourage climbing, our wooden bookstand makes it safe and easy for tots to help themselves! Rugged, no-tip stand features 4 angled shelves and sturdy side panels...with smooth edges and safe, rounded corners. Plus, it's just 14" high, so tots can easily grab books from every shelf--without climbing on the stand! Bookstand measures 30 1/2"w x 15 1/2"d x 14"h. Lifetime warranty. Assembled.	\$129.00	\$118.68	\$356.04	
21	Bookstand	JJ836	3	Classic Birch Help-Yourself Bookstand This sturdy wooden bookstand puts kids' favorite books right at their fingertips! It features 5 rows of overlapping shelves that store books neatly and accessibly--encouraging young readers to help themselves. 36"w x 12"d x 30"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!	\$149.00	\$137.08	\$411.24	
22	Bookstand	JJ839	2	Classic Birch Double-Sided Help-Yourself Bookstand Twice the display space in one bookstand! Our double-sided wooden unit has 10 easy-to-reach shelves to keep books handy and accessible, plus locking casters for super-easy portability. Bookstand measures 36"w x 24"d x 32 1/2"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!	\$249.00	\$229.08	\$458.16	
23	Storage Unit 12 Cubbies	LA104	2	Round-Edge Big Bins Storage Unit - 12 Cubby Your students will always find exactly what they need...with jumbo, clear-view bins that keep classroom supplies easy to see and right within reach! Our rugged wooden storage unit features 12 cubbies with 12 giant, see-inside bins--perfect for everything from manipulatives to art supplies. Plus, the bins have molded, easy-grip handles, so cleanup is a breeze! Unit is 40 1/2"w x 18 1/2"d x 33 1/2"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!	\$599.00	\$551.08	\$1,102.16	

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
24		<p>Storage Unit Holds Everything</p> <p>LA652</p> <p>This multipurpose round-edge unit has room for everything from small manipulatives to oversized art supplies and materials...and keeps it all within easy reach! The unit features four handy cubbies with unbreakable, clear-view bins—so children always have easy access to small, hard-to-store items. Plus, the 3 extra-wide shelves provide convenient, flat storage for large items. Rugged hardwood unit is 37 3/4" w x 15 1/4" d x 31" h; the bins measure a big 13 1/2" x 8" x 5" high. GREENGUARD® Certified. Lifetime warranty. Comes assembled!</p>	6	<p>Round-Edge Holds Everything Storage Unit</p> <p>\$369.00</p>	\$339.48	\$2,036.88		
25		<p>Storage Unit Round-Edge Low</p> <p>LA211</p> <p>Keep your classroom organized and give students easy access to supplies—with this sturdy hardwood unit with a low, easy-reach design! The unit features 5 spacious compartments that neatly store and display tons of classroom materials...with an open design that makes it easy for children to find exactly what they need—and put things away when they're done. Measures 48 1/4" w x 12" d x 27" h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!</p>	22	<p>Round-Edge Low Storage Unit</p> <p>\$349.00</p>	\$321.08	\$7,063.76		
26		<p>Storage Unit Round-Edge Large</p> <p>LA213</p> <p>Give students easy access to supplies—with this sturdy hardwood unit with kid-safe rounded edges! The unit features 3 shelves and 8 spacious compartments that neatly store and display tons of classroom materials...with an open design that makes it easy for children to find exactly what they need—and put things away when they're done. Measures 48 1/4" w x 14" d x 34 1/2" h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!</p>	5	<p>Round-Edge Large Storage Unit</p> <p>\$469.00</p>	\$431.48	\$2,157.40		
27		<p>Storage Unit First Steps</p> <p>AA158</p> <p>A space-saving storage center that lets tots help themselves to toys—and play with them right on top! Super-stable unit has 5 roomy compartments that neatly store and display tons of toys & supplies, plus an easy-grip edging that helps little ones stand and take steps. The self-contained tabletop even keeps objects from rolling over the edge! The hardwood center measures 46" w x 15 3/4" d x 19 3/4" h. GREENGUARD® Certified. Lifetime warranty. Comes assembled.</p>	4	<p>First Steps® Play-Top Storage Center</p> <p>\$329.00</p>	\$302.68	\$1,210.72		

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
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28 Storage Unit-Store Anything 2 Shelf
JJ347 **2** **Classic Birch Store Anything 2- Shelf Storage Unit**
 Store tons of materials quickly & easily—with a spacious storage unit that features two extra-wide shelves! Specially designed with reinforced support beams, each super-sturdy shelf is built to hold all types of classroom materials in a variety of sizes and weights. The super-wide design and hardwood backing even make the unit perfect as a room divider—with smooth surfaces and eased corners for added safety! Measures 55"w x 11 3/4"d x 30"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!



29 Storage Unit Store Anything 3 Shelf
JJ348 **5** **Classic Birch Store Anything 3- Shelf Storage Unit**
 Store tons of materials quickly & easily—with a spacious storage unit that features three extra-wide shelves! Specially designed with reinforced support beams, each super-sturdy shelf is built to hold all types of classroom materials in a variety of sizes and weights. The super-wide design and hardwood backing even make the unit perfect as a room divider—with smooth surfaces and eased corners for added safety! Measures 55"w x 11 3/4"d x 36"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!



30 Storage Unit-9 Cubby
JJ108 **3** **Classic Birch Big Bins See- Inside Storage Unit - 9 Cubby**
 When you have big storage needs, our big bins are the solution! This versatile unit has 9 extra-large, clear-view bins that let you see exactly what's inside each one. The 16 1/2" x 12 1/4" x 6" plastic bins have built-in handles, so children can slide them in and out of the cubbies with ease. Plus, the entire unit rolls on sturdy, swiveling casters, with kickboards on front and back for added safety. 40 1/2"w x 17 3/4"d x 25"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled.



31 Storage Unit -Mobile Listening
EE216 **5** **Mobile Listening & Storage Center**
 An instant listening center and easy-access storage space for all your music supplies—in one compact unit! Hardwood center has plenty of room on top for your player and junction box, with 8 built-in grooves that keep headphones in easy reach. Plus, there's tons of storage space below, including 2 slide-out bins, 3 shelves for CDs and cassettes, and a large cubby that's roomy enough for big books. Best of all, the unit rolls on sturdy, locking casters—so you can set up a listening center anywhere! 30"w x 17 3/4"d x 30"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled. Equipment sold separately.

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
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32	Storage Unit-Block Set Storage	LA203 Cabinet	5	Universal Block Set Storage Cabinet	\$349.00	\$321.08	\$1,605.40	
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24"w x 12"d x 24"h; fits our Hardwood or Soft Unit Blocks - Starter Set. Keep your classroom blocks neat and organized—and readily accessible—with our innovative block storage system! Our roomy cabinets feature shelves that slant so blocks stay put as you move the cabinets around on the easy-rolling casters. And we've included handy labels that show children where each block goes, so they can put them away independently! Hardwood storage cabinets come in 3 sizes to fit each of our hardwood and soft unit block sets. GREENGUARD® Certified. Lifetime warranty. Fully assembled. 47"w x 12"d x 28"h; stores our Hardwood or Soft Unit Blocks - Universal Set.





33	Storage Unit-Teaching Cabinet	JJ232 Cabinet	6	Classic Birch Mobile Teaching Cabinet	\$499.00	\$459.08	\$2,754.48	
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Tons of secure, lockable storage space... anywhere you need it! Our versatile cabinet features a sturdy handle and 4 locking casters that make it incredibly easy to move—so you can roll your teaching supplies just about anywhere. Plus, it has locking doors that let you keep your supplies safely stored away... and a wide variety of shelving options that hold teaching materials of all shapes and sizes. There's even a 2" lip on top, so materials won't roll off! 33 3/8"w x 17 1/4"d x 43"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled!

34	Storage Unit-Teaching Center	JJ832 Teaching Center	5	Classic Birch Store-It-All Teaching Center	\$599.00	\$551.08	\$2,755.40	
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Our space-saving hardwood unit combines 2 teaching easels and tons of storage space...in one incredible center! Easy-rolling, 4-sided unit has a magnetic write & wipe board on front, plus a roomy board on back for stick-on props—with handy shelves below each board that are accessible from either side. And there's lots of additional storage space on each side of the center—including slotted compartments for big books! There are even handy rings on front & back to hang pocket charts. Measures 29 1/4"w x 18"d x 51"h; with 4 locking casters. GREENGUARD® Certified. Lifetime warranty. Comes assembled!


Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
35	Cubbies-8 Cubby Unit	DG232	1	Heavy-Duty 8-Cubby Unit	\$199.00	\$183.08	\$183.08	
	Our space-saving unit is perfect for compact, easy-access storage—anywhere in the classroom! The wipe-clean laminate unit has 8 roomy cubbies that can be used alone or with our Clear-View Bins, so it's a cinch to store everything from art materials to manipulatives! Measures 19 1/4"w x 15"d x 30"h; with rounded corners for added safety. Lifetime warranty. Bins sold separately. Comes assembled!							
36	Crib	CS213	12	Heavy-Duty Safety Crib	\$329.00	\$302.68	\$3,632.16	
	A super-safe, industrial-quality crib—with heavy-duty construction that will last for years & years! Rugged, fixed-side crib features stationary rails for maximum safety, plus 2 see-through end panels to keep little ones in view. Our smooth hardwood crib has locking casters and a thick, 3" vinyl-covered mattress. Measures 39 1/8"w x 26 1/4"d x 40"h. Crib is guaranteed for 5 years; hardware has a lifetime warranty. Assembly required.							
37	Crib	CS217	2	Heavy-Duty Evacuation Crib	\$399.00	\$367.08	\$734.16	
	All the comfort & convenience of a standard crib...with the added strength and dependability to stand up to emergency evacuations! Our super-sturdy crib features a hardwood frame with 4 fixed sides for maximum safety...a solid steel base for stability...plus extra-tough, 4" casters that let you quickly and safely evacuate your nursery. Two of the casters even lock for added security. 39 1/8"w x 26 1/4"d x 42"h crib has clear acrylic end panels & a thick, 3" vinyl-covered mattress. Crib is guaranteed for 5 years; hardware has a lifetime warranty. Assembly required.							
38	Cot	AA905	2	Lakeshore Easy-Stack Toddler Cot - Set of 5	\$239.00	\$219.88	\$439.76	
	Our sturdy, tip-proof cot is built classroom-tough and super-safe for toddlers! Durable, lightweight cot has a moisture-resistant, wipe-clean cover made of stretch-resistant, 300-denier polyester—with heat-sealed seams to prevent tearing & fraying. Plus, it features a rugged polypropylene frame with rounded corners and edges. Cot measures 43 1/2"w x 21 1/2"d x 4 1/4"h; sleeping area is 19" x 40" long. Multiple cots conveniently stack for super-easy storage. Lifetime warranty. Comes assembled.							

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
39	Cot	AA900	2	Lakeshore Easy-Stack Toddler Cot - Each	\$49.95	\$45.95	\$91.90	
				Our sturdy, tip-proof cot is built classroom-tough and super-safe for toddlers! Durable, lightweight cot has a moisture-resistant, wipe-clean cover made of stretch-resistant, 300-denier polyester—with heat-sealed seams to prevent tearing & fraying. Plus, it features a rugged polypropylene frame with rounded corners and edges. Cot measures 43 1/2"w x 21 1/2"d x 4 1/4"h; sleeping area is 19" x 40" long. Multiple cots conveniently stack for super-easy storage. Lifetime warranty. Comes assembled.				
40	Cot	LC1597	16	Lakeshore Easy-Stack Cot - Set of 5	\$239.00	\$219.88	\$3,518.08	
				Our tip-proof cot is low to the ground, so children can't get hurt if they roll off. It features a sturdy frame, safe plastic ends and rounded corners. Plus, it has a stretch-resistant, 300-denier polyester cover with heat-sealed seams and a wipe-clean, vinyl-coated surface. Multiple cots even stack for storage! 51 3/4"w x 21 1/2"d x 4 1/4"h; sleeping area measures 19" wide x 48 1/2" long. Lifetime warranty. Comes in blue; for more colors, see Kids Colors™ Cots & Colors of Nature® Cots. Comes assembled! Lifetime warranty.				
41	Cot	LC1587	16	Lakeshore Easy-Stack Cot - Each	\$49.95	\$45.95	\$735.20	
				Our tip-proof cot is low to the ground, so children can't get hurt if they roll off. It features a sturdy frame, safe plastic ends and rounded corners. Plus, it has a stretch-resistant, 300-denier polyester cover with heat-sealed seams and a wipe-clean, vinyl-coated surface. Multiple cots even stack for storage! 51 3/4"w x 21 1/2"d x 4 1/4"h; sleeping area measures 19" wide x 48 1/2" long. Lifetime warranty. Comes in blue; for more colors, see Kids Colors™ Cots & Colors of Nature® Cots. Comes assembled!				
42	Changing Station Wall Unit	LA646	2	Changing Station Wall Unit	\$199.00	\$183.08	\$366.16	
				Our state-of-the-art table lets tots step right up, so you never have to lift them! Hardwood unit has sturdy stairs that you pull out of the unit with your hand or foot, and tuck away safely behind a door. Stairs glide easily on runners and lock in place for security. The table also has a belt and sides that are 6" above the changing surface for maximum safety, plus 2 built-in storage shelves behind the sliding cabinet doors. The unit even has safety latches for added security! Changing surface is easy-clean melamine; with a thick, wipe-clean vinyl mat and paper roll. Stairs hold up to 75 pounds. 43 1/2"w x 25 1/2"d x 38"h. GREENGUARD® Certified. Lifetime warranty. Easy door assembly. Our super-strong hardwood wall unit stores supplies away from small hands...but within easy reach of caregivers! The sturdy wall unit has 8 cubbies, plus 3 roomy storage compartments underneath. Removable dividers let you create storage space that's just the size you need. Easy-to-mount unit has solid wood backing and comes with hardware for hanging. Well-crafted, of laminated birch construction; unit measures 48"w x 9 1/2"d x 22"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled.				


Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
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43	Changing Station With Ladder	HH648	2	Step On Up! Toddler Changing Table	\$749.00	\$689.08	\$1,378.16	
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Our state-of-the-art table lets tots step right up, so you never have to lift them! Hardwood unit has sturdy stairs that you pull out of the unit with your hand or foot, and tuck away safely behind a door. Stairs glide easily on runners and lock in place for security. The table also has a belt and sides that are 6" above the changing surface for maximum safety, plus 2 built-in storage shelves behind the sliding cabinet doors. The unit even has safety latches for added security! Changing surface is easy-clean melamine; with a thick, wipe-clean vinyl mat and paper roll. Stairs hold up to 75 pounds. 43 1/2"w x 25 1/2"d x 38"h. GREENGUARD® Certified. Lifetime warranty. Easy door assembly.





44	Tray	RR840	2	Easy-Clean Snap-On Tray	\$69.95	\$64.35	\$128.70	
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An ingenious way to transition tots from highchairs to tables! Our unique table has curved cutouts on all 4 sides that are modeled just like a highchair tray—so little ones can sit right up close for snack time or playtime. 36"w x 36"d hardwood table has a laminated tabletop for quick and easy cleanups, and adjusts from 14 1/2" to 16" to 19" high. Seats up to 4 children. GREENGUARD® Certified. Lifetime warranty. Comes assembled. This handy tray turns our Infant-Toddler Transition Chairs into tot-friendly highchairs—in an instant! Durable, wipe-clean plastic tray features an extra-deep lip to catch messes and spills...and it adjusts to fit tots of all sizes. Just snap it right onto our Transition Chairs to create a super-secure highchair! Tray is 22 1/2" wide. BPA-free.





45	Bins	AA829	1	Storage Center Bins - Set of 12	\$129.00	\$118.68	\$118.68	
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Make the most of your care center's space...with a changing station and storage center—all in one! Hardwood center has a wooden changing area on top, with a wipe-clean vinyl changing pad, built-in paper dispenser, an adjustable belt...plus sides that are 6" above the changing surface for maximum safety. It also features a storage cabinet with child-proof safety latches, doors that swing all the way open and 12 big cubbies to keep supplies in one place! 44 1/4"w x 21 1/2"d x 36 1/2"h. GREENGUARD® Certified. Lifetime warranty. Easy assembly. Bins sold separately. Big, clear-view bins have room for tons of supplies. Durable plastic, with easy-grip molded edges. Each bin measures 17" x 12 1/4" x 6" high.






Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
46	Bins	LM103	4	Clear-View Bins - Set of 20	\$129.00	\$118.68	\$474.72	
<p>This incredibly versatile unit makes it a cinch to store tons of classroom supplies...in super-easy reach! Perfect alone or with our clear-view bins (sold separately), the hardwood unit features 20 spacious storage cubbies that hold everything from children's belongings to art supplies, manipulatives and more. Measures 47"w x 14"d x 30"h. GREENGUARD® Certified. Lifetime warranty. Comes assembled! 20 clear, unbreakable plastic bins; each is 13 1/2" x 8" x 5" high.</p>								
47	Baskets	LL302	24	Dishwasher-Safe Plastic Basket - Medium	\$12.95	\$11.91	\$285.84	
<p>13 1/2" x 8 1/2" x 6" high. Tough and dependable classroom storage—with a soft and natural look! Each of these flexible baskets is made of thick, securely woven plastic that's designed to last and last—without fraying. The rugged baskets have built-in handles for easy toting...and are dishwasher-safe to make cleaning a cinch! 14 1/2" x 11" x 7 1/2" high.</p>								
48	Baskets	LL300	4	Dishwasher-Safe Plastic Basket - Large	\$16.95	\$15.59	\$62.36	
<p>13 1/2" x 8 1/2" x 6" high. Tough and dependable classroom storage—with a soft and natural look! Each of these flexible baskets is made of thick, securely woven plastic that's designed to last and last—without fraying. The rugged baskets have built-in handles for easy toting...and are dishwasher-safe to make cleaning a cinch! 15" x 13" x 8" high.</p>								
49	CD/Cassette Player	EE493	6	Classroom CD & Single Cassette Player	\$169.00	\$155.48	\$932.88	
<p>Easy-to-use unit lets you record from CD to cassette.</p>								
50	Cot Carrier	LC1591	8	Easy-Stack Cot Carrier	\$49.95	\$45.95	\$367.60	
<p>Our tip-proof cot is low to the ground, so children can't get hurt if they roll off. It features a sturdy frame, safe plastic ends and rounded corners. Plus, it has a stretch-resistant, 300-denier polyester cover with heat-sealed seams and a wipe-clean, vinyl-coated surface. Multiple cots even stack for storage! 51 3/4"w x 21 1/2"d x 4 1/4"h; sleeping area measures 19" wide x 48 1/2" long. Lifetime warranty. Comes in blue; for more colors, see Kids Colors™ Cots & Colors of Nature® Cots. Comes assembled! Sturdy metal, navy blue carrier holds up to 15 cots. Measures 50 1/2"w x 20 1/2"d x 4"h, with easy-rolling casters. Comes assembled!</p>								





Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
51	Magnetic Board Double-Sided	TT379	10	Double-Sided Write & Wipe Magnetic Easel	\$59.95	\$55.15	\$551.50	
<p>With a magnetic write & wipe surface on both sides, our versatile easel provides double the language practice! Perfect for allowing 2 students to work independently, our easel is the ideal place for open-ended learning—from building words with magnetic letters to story writing! 20"w x 16"h.</p>								
52	Circle Time Teaching Easel	RR393	6	Circle Time Teaching Easel	\$169.00	\$155.48	\$932.88	
<p>Low to the ground and packed with features to make teaching easy, our hardwood easel is perfect for circle time! Each side has a magnetic write & wipe surface and a sturdy ledge to display big books...there's even a built-in dowel with rings for hanging posters and charts! Plus, 2 vinyl pouches fasten right to the easel to hold markers, magnets and more! 26 1/4"w x 15 1/2"d x 38 1/4"h; collapses for storage. Comes assembled!</p>								
53	Child's View/Plexiglass	LC224	5	Medium Safety Mirror - 2' x 4'	\$149.00	\$137.08	\$685.40	
<p>Little ones are delighted when they discover their reflections in our nondistorting, shatterproof mirrors. The mirrors are made of 1/4"-thick plastic and come with directions for temporary or permanent mounting. Little ones are delighted when they discover their reflections in our nondistorting, shatterproof mirrors. The mirrors are made of 1/4"-thick plastic and come with directions for temporary or permanent mounting.</p>								
54	Safety Bar & Mirror	LC402	1	Large Safety Mirror - 3' x 3'	\$179.00	\$164.68	\$164.68	
<p>Little ones are delighted when they discover their reflections in our nondistorting, shatterproof mirrors. The mirrors are made of 1/4"-thick plastic and come with directions for temporary or permanent mounting. Little ones are delighted when they discover their reflections in our nondistorting, shatterproof mirrors. The mirrors are made of 1/4"-thick plastic and come with directions for temporary or permanent mounting.</p>								





Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
55	Paint Center	DD219	2	Toddler Indoor/Outdoor Painting Center for 4	\$249.00	\$229.08	\$458.16	
				Our versatile easel has clear-view painting areas on all 4 sides, so up to 4 toddlers can paint at once! Just attach paper with the easel clips, or let little ones paint right on the wipe-clean surfaces. The center comes complete with 4 clip-on trays for supplies, 16 easel clips and 2 sturdy dowels that attach inside the center for an instant drying rack! Easel measures 30"w x 30"d x 42"h; painting surfaces are 21" x 24". Easy assembly.				
56	Easel	LA949	5	Lakeshore Heavy-Duty Hardwood Easel	\$129.00	\$118.68	\$593.40	
				We built our easel to endure years of use...and we've got a 10-year guarantee to prove it! This heavy-duty easel features two 24" painting surfaces made of durable write & wipe material—so when children aren't painting, the boards can be used for drawing with write & wipe markers! The paint trays can be adjusted to 3 heights and hold up to 12 paint cups. All-hardwood easel features no-slip leg tips; measures 24"w x 21 3/4"d x 47"h. Includes four easel clips. Easy assembly.				
57	Tubs	EG430	5	Sand & Water Activity Tubs - Set of 4	\$69.95	\$64.35	\$321.75	
				Create sand & water centers practically anywhere! Our rugged, lightweight plastic tubs are a breeze to lift, carry, load and empty. Each tub holds up to 10 gallons and measures 27 1/2" x 19 1/2" x 6" high. Set of 4 tubs in 4 colors.				
58	Sand Tool Set	TT447	5	Heavy-Duty Sand Tools Set	\$49.95	\$45.95	\$229.75	
				All the tools children need to scoop, sift, dig and more! Our classroom-tough sand tool set includes 6 each of a scoop, shovel, rake, sieve and bucket...and the pieces are all made of thick, heavy-duty plastic that will stand up to years of rugged sand play. You get a total of 30 sand tools; the buckets are 6 3/4" high.				
59	Economy Sand & Water Table	LA309	5	Economy Sand & Water Table	\$69.95	\$64.35	\$321.75	
				Our lightweight, portable table sets up anywhere—indoors or out—for instant sand and water play. The big plastic tub provides lots of room for digging and scooping...yet it's a breeze to lift out of the sturdy metal stand for emptying and cleaning. And it's so easy to adjust the height of the stand: The simple push-button design lets you change the height from 18" to 21" in a flash. Measures 27 1/4"w x 20"d. Tub is 6 1/2" deep. Simple assembly.				

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
60	Toddler Two-Station Sand & Water Table	JJ514	2	Toddler Two-Station Sand & Water Table	\$289.00	\$265.88	\$531.76	
<p>Our all-weather play table features 2 roomy tubs—so toddlers can explore sand & water at the same time! Each side of the sturdy plastic table has its own easy-access plug for quick and convenient draining. Table is 46 1/2"w x 22"d x 18"h, and comes complete with a handy top to cover the table when not in use. Simple assembly.</p>								
61	Preschool Sand & Water Table	JJ512	5	Preschool Sand & Water Table	\$289.00	\$265.88	\$1,329.40	
<p>There's no end to the fun kids can have with our spacious sand and water table! Made of all-weather plastic, our rugged, school-quality table features 4 locking casters, so it's a cinch to move indoors and out...plus rounded edges to keep kids safe as they play. It also features a plug for easy draining, a lightweight plastic liner that lifts right out for cleaning, plus a handy top to cover the table when not in use. 46 1/2"w x 22"d x 25"h. Simple assembly.</p>								
62	Look-At-Me Mirror Center	CS922	1	Look-At-Me Mirror Center	\$129.00	\$118.68	\$118.68	
<p>It's more fun than ever for babies to discover their reflections...with a fascinating mirror center that lets them view themselves from 5 different angles! Our dense foam, vinyl-covered center has a fun, fold-out design that sets up anywhere...inviting babies to crawl right up--and discover themselves again and again. It even folds up to become a compact, 5-sided center--for crawl-around fun! Mirrors are made of safe, shatterproof acrylic; center is 60" wide when fully opened.</p>								
63	Tunnel	PE384	1	Tot Tunnel Climber	\$399.00	\$367.08	\$367.08	
<p>A tunnel to crawl through, a ramp to slide down...even graduated steps for climbing! Our versatile climber has colorful pieces that attach securely with hook & loop fastener, creating a super-safe play environment. Six pieces include a ramp, tunnel, 2 steps and 2 play pads—all made of dense foam and covered with durable, wipe-clean vinyl. We've even included a vinyl floor mat to put under the tunnel, so crawling kids stay clean. Measures 72"w x 72"d x 20"h.</p>								

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
64	Play Center	PE320	1	Climb-Around Play Center	\$499.00	\$459.08	\$459.08	
<p>Perfect for little ones who are learning to crawl and climb, our appealing play area lets tots test their skills...in an incredibly soft & safe environment! Our colorful climber has 6 rising levels for toddlers to explore, plus a safe, enclosed playspace in the center. 7 foam pieces fit together securely with hook & loop fastener...and each is covered in classroom-tough vinyl that's a breeze to wipe clean. Center is 64 1/2"w x 64 1/2"d x 12 1/2"h.</p>								
65	Dress Up Center	AA321	2	Toddler Dress-Up Center	\$249.00	\$229.08	\$458.16	
<p>Our hardwood dress-up center lets tots help themselves to favorite outfits and accessories—and put them away when they're done! Toddler-height center has an open "closet" area with 6 safe rounded knobs that keep outfits in easy reach, and 2 handy shelves for shoes, hats and other hard-to-store items. Plus, there's a full-length, shatterproof mirror built in, so tots can get a head-to-toe look at their costumes! 14 5/8"w x 15"d x 36" h. GREENGUARD® Certified. Lifetime warranty. Comes assembled.</p>								
66	Dress-Up Trunk	TT214	1	Toddler Dress-Up Trunk	\$89.50	\$82.34	\$82.34	
<p>Easy to slip on and easy to take off, our fabulous dress-ups are designed just for toddlers! Each wipe-clean vinyl dress-up has realistic details silkscreened right on, plus handy hook & loop closures that make it easy for little ones to slip into one adventure after the next. Each adorable, slip-on outfit comes complete with a toddler-sized hat and a soft, flexible accessory made just for little ones—like a super-safe vinyl lasso for the cowpoke and a soft, chubby magic wand for the fairy. Set of 12 pieces comes in a 20" x 14" x 15" plastic trunk. Fits sizes 18 months-4T.</p>								
67	Doll Crib	EE558	5	Lakeshore Hardwood Doll Crib	\$69.50	\$63.94	\$319.70	
<p>Our sturdy hardwood crib keeps children's dolls safe and snug! Beautifully crafted crib features smooth, rounded edges and a classroom-tough design. Measures 22"w x 13 1/4"d x 12 1/2"h; fits dolls up to 18" long. Doll and bedding are sold separately.</p>								

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
68	Doll Highchair	EE557	5	Lakeshore Hardwood Doll Highchair Add an authentic touch to doll play with our sturdy, school-quality highchair! The hardwood doll chair features smooth, rounded edges and holds dolls up to 18" long. 11" w x 10 1/4" d x 21 1/2" h. Doll sold separately.	\$69.50	\$63.94	\$319.70	
69	Housecleaning Set	LC55	5	Super Housecleaning Set Scaled for small children, these mops and brooms are durably constructed to provide years of school use. Set consists of an industrial-quality push broom, corn broom, cotton yarn wet mop, dust mop, plastic dustpan and whisk broom. Six pieces; dust mop is 31 1/4".	\$39.95	\$36.75	\$183.75	
70	Housecleaning Stand	LCW57	5	Stand for Housecleaning Set Scaled for small children, these mops and brooms are durably constructed to provide years of school use. Set consists of an industrial-quality push broom, corn broom, cotton yarn wet mop, dust mop, plastic dustpan and whisk broom. Six pieces; dust mop is 31 1/4". Store our entire Super Housecleaning Set neatly and easily in this handy 18 1/2" hardwood stand.	\$39.95	\$36.75	\$183.75	
71	Kitchen Set	JJ520X	1	Toddler Hardwood Kitchen Set A super-realistic hardwood kitchen designed just like the grownups'...but built especially for toddlers! Our set features 3 safe and stable units with lots of tot-friendly details—including chunky knobs that are easy for little ones to grasp and turn...a slow-release hinge on the oven to keep toddlers extra-safe...the fridge even has a wide, double-door design that won't rock or tip as children play! Set includes all 3 pieces shown. Assembly required for each unit. Play dishes not included. Individual pieces are also available separately.	\$399.00	\$367.08	\$367.08	
72	Kitchen	AA323	1	All-In-One Toddler Kitchen A complete play kitchen—sized just right for little ones! Our finely crafted wood kitchen has all the features of the real thing, including a roomy refrigerator, toddler-height stove, easy-reach shelves and more. Plus, the doors have big wooden handles that are easy for small hands to grab. 45 1/2" w x 14 1/2" d x 32" h. Comes assembled. Play dishes and food sold separately.	\$429.00	\$394.68	\$394.68	

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
73	Cabinet	DD701	5	Lakeshore Hardwood Hutch Cabinet	\$199.00	\$183.08	\$915.40	
	<p>Exceptionally crafted by master woodworkers, these child-sized hardwood units provide years of imaginative house play. They feature kid-friendly safety hinges that protect against injured fingers, plus chunky handles that make the doors easy to open & close. GREENGUARD® Certified. Each unit comes assembled. Complete set of all 4 units. Play dishes & food sold separately. With space for both display and storage. 23"w x 11 1/4"d x 40"h. Comes assembled.</p>							
74	Sink	DD704	5	Lakeshore Hardwood Sink	\$199.00	\$183.08	\$915.40	
	<p>Exceptionally crafted by master woodworkers, these child-sized hardwood units provide years of imaginative house play. They feature kid-friendly safety hinges that protect against injured fingers, plus chunky handles that make the doors easy to open & close. GREENGUARD® Certified. Each unit comes assembled. Complete set of all 4 units. Play dishes & food sold separately. With a removable plastic basin for water play. 23"w x 11 1/4"d x 26"h. Comes assembled.</p>							
75	Stove	DD703	5	Lakeshore Hardwood Stove	\$199.00	\$183.08	\$915.40	
	<p>Exceptionally crafted by master woodworkers, these child-sized hardwood units provide years of imaginative house play. They feature kid-friendly safety hinges that protect against injured fingers, plus chunky handles that make the doors easy to open & close. GREENGUARD® Certified. Each unit comes assembled. Complete set of all 4 units. Play dishes & food sold separately. With knobs that really turn, plus an oven. 23"w x 11 1/4"d x 26"h. Comes assembled.</p>							
76	Refrigerator	DD702	5	Lakeshore Hardwood Refrigerator	\$199.00	\$183.08	\$915.40	
	<p>Exceptionally crafted by master woodworkers, these child-sized hardwood units provide years of imaginative house play. They feature kid-friendly safety hinges that protect against injured fingers, plus chunky handles that make the doors easy to open & close. GREENGUARD® Certified. Each unit comes assembled. Complete set of all 4 units. Play dishes & food sold separately. Features convenient storage shelves. 16"w x 11 1/4"d x 36"h. Comes assembled.</p>							

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
77	Post Office	EE427	5	Classroom Post Office	\$69.95	\$64.35	\$321.75	
	Our Classroom Post Office is just the place for special deliveries! It features 16 roomy slots for students' mail—each with a reusable, wipe & wipe label for easy identification. Plus, handy shelves right underneath let you keep tons of letter writing supplies within easy reach! The sturdy wooden post office has handles for toting; measures 9" x 16" x 19". Supplies not included.							
78	Market	DD491	5	Lakeshore Market	\$349.00	\$321.08	\$1,605.40	
	Bring the corner grocery store right into the classroom...with a realistic market sized just for kids! Sturdy hardwood market has angled shelving in front, with 3 plastic baskets to display pretend foods...and spacious shelves underneath for cans, cartons and more. Plus, a roomy countertop provides lots of space for bagging groceries or ringing up sales...and there's even extra storage in back for easy restocking! 35"w x 20"d x 52"h. GREENGUARD® Certified. Some assembly required. Play food sold separately.							
79	Play Table	RR312	5	Space-Saver Brick-Building Table	\$129.00	\$118.68	\$593.40	
	Our activity table comes in a compact design that maximizes classroom space! The sturdy wooden table has a plastic brick-building surface built right in...plus 2 big storage compartments that give children easy access to bricks. The table measures 20 1/2"w x 18 1/2"d x 18"h. Works with our Best-Buy Building Bricks, Best-Buy Jumbo Building Bricks and Building Brick People; can also be used with LEGO® and DUPLO® building bricks. Easy assembly. Table is not made by, authorized by or associated with the LEGO Group. LEGO and DUPLO are registered trademarks owned by KIRKBI AG.							
80	Privacy Cube	CB243	7	Quiet Time Privacy Cube	\$249.00	\$229.08	\$1,603.56	
	Give children their very own place to read and relax...with a comfy, private space kids will love to crawl into! Sturdy wooden cube has an open, accessible design that keeps kids in easy view...while still providing a private, distraction-free environment where they can rest or quietly focus on reading. 29"w x 30 1/2"d x 29 1/2"h unit comes with a soft vinyl seating pad. GREENGUARD® Certified. Lifetime warranty. Assembly required.							

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
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81 Reading Center **HH844** **6** **Lakeshore Reading Nook** **\$499.00** **\$459.08** **\$2,754.48**
 Our cozy reading nook is a book lover's dream! It features comfy, padded seating covered in wipe-clean vinyl--complete with angled backrests that let children sit back & relax as they read. There are also 4 easy-access compartments that hold approximately 75 books, so students can easily grab one story after the next. Plus, clear acrylic side panels keep children in full view! Measures 47" w x 40 1/2" d x 34 1/2" h. GREENGUARD® Certified. Lifetime warranty. Assembly required.



82 Writing Center **JJ726** **5** **Classic Birch Space-Saver Writing Center** **\$349.00** **\$321.08** **\$1,605.40**
 Our space-saving, all-in-one writing center has room for 2 children to work side by side—with plenty of storage space to keep materials and supplies right where kids need them! Durable hardwood unit has a compact design to maximize classroom space...with a roomy tabletop that features a laminate surface for easy, wipe-clean care. Plus, handy shelves and cubbies let you keep paper, pencils and other writing supplies right at kids' fingertips...there's even a recessed shelf on top for extra supplies! 36 1/4" w x 24" d x 37 3/4" h; 21 1/2" tabletop fits chairs 9 1/2"-13 1/2" high. GREENGUARD® Certified. Lifetime warranty. Assembly required.
 Out of stock--ship by 08/02/12..



84 Rug 4x6 Plum **LC152** **2** **Plum Rectangular Carpet - 4' x 6'** **\$119.00** **\$109.48** **\$218.96**
 These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in 3 different sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Guaranteed for 10 years. Choose from 5 colors and 3 sizes. These extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in a variety of sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Please see chart to order round or rectangular carpets in your choice of 4 colors.

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
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85	Rug 6x9 Plum	LC151	2	Plum Rectangular Carpet - 6' x 9'	\$229.00	\$210.68	\$421.36	
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These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in 3 different sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Guaranteed for 10 years. Choose from 5 colors and 3 sizes. These extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in a variety of sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Please see chart to order round or rectangular carpets in your choice of 4 colors.



86	Rug 4x6 Navy	LC162	4	Navy Blue Rectangular Carpet - 4' x 6'	\$119.00	\$109.48	\$437.92	
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These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in 3 different sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Guaranteed for 10 years. Choose from 5 colors and 3 sizes. These extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in a variety of sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Please see chart to order round or rectangular carpets in your choice of 4 colors.

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
87	Rug 6x9 Navy	LC161	2	Navy Blue Rectangular Carpet - 6' x 9'	\$229.00	\$210.68	\$421.36	
<p>These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in 3 different sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Guaranteed for 10 years. Choose from 5 colors and 3 sizes. These extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in a variety of sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Please see chart to order round or rectangular carpets in your choice of 4 colors.</p>								
88	Rug 6x9 Forest Green	LC121	2	Forest Green Rectangular Carpet - 6' x 9'	\$229.00	\$210.68	\$421.36	

These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in 3 different sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Guaranteed for 10 years. Choose from 5 colors and 3 sizes. These extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in a variety of sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Please see chart to order round or rectangular carpets in your choice of 4 colors.

Line	Customer Reference	Item	Qty	Description	List	Price	Extended	Image
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89 Rug 6x9 Charcoal **LC141** **2** **Charcoal Rectangular Carpet - 6' x 9'** **\$229.00** **\$210.68** **\$421.36**

These rectangular, extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in 3 different sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Guaranteed for 10 years. Choose from 5 colors and 3 sizes. These extra-plush carpets are made of thick, soil-resistant synthetic fiber that's incredibly cozy—yet rugged enough to withstand the toughest classroom use! The carpets come in a variety of sizes, so it's easy to provide comfortable seating anywhere in the classroom. Best of all, the carpets feature rich, inviting colors that resist fading year after year...with a sturdy, flexible backing that provides superior support—so carpets lie flat. Carpets meet a Class II rating of NFPA 253 and the fire-resistance standards of the Uniform Building Code. Please see chart to order round or rectangular carpets in your choice of 4 colors.



90 Rug 9ft Radius **RR441** **2** **A Place for Everyone Grouptime Carpet for 18** **\$329.00** **\$302.68** **\$605.36**

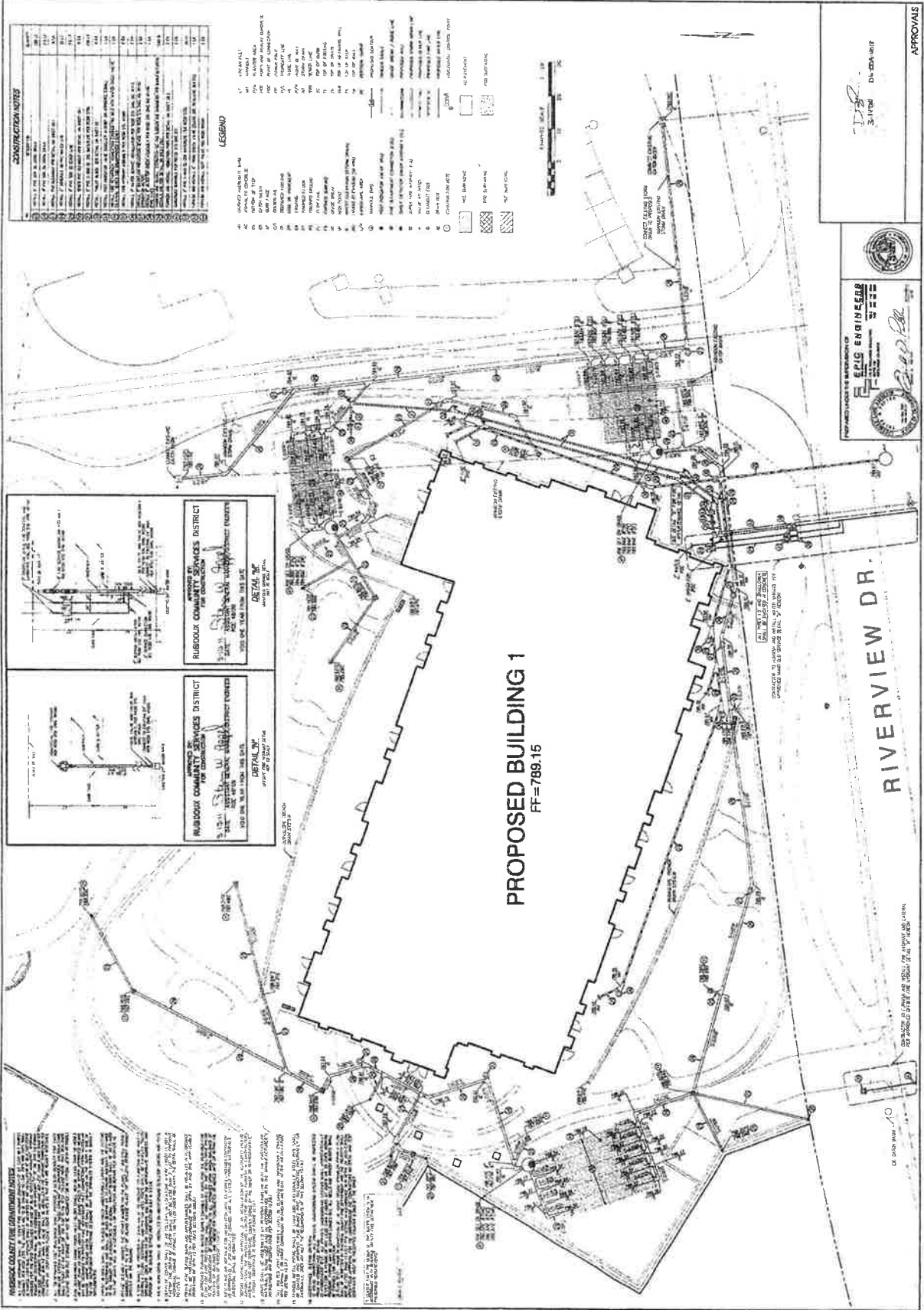
Perfect for small groups, our space-saving carpet features colorful shapes with seating for up to 8 kids. With a 6-foot radius. Give everyone a great view of group activities! Ideal for making the most of your classroom space, our unique Grouptime Carpets are perfect for use in any corner. Each has big, colorful shapes that provide a fun place for children to sit...with plenty of room in front for storytelling, show & tell, and more. Rugged, soil-resistant nylon carpets meet a Class I rating of NFPA 253 and fire-resistance standards of the UBC. Designed for larger groups—with enough comfortable seating space for up to 18 children at a time! With a 9-foot radius.



91 Cot Carrier **AA911** **1** **Lakeshore Toddler Cot Carrier** **\$49.95** **\$45.95** **\$45.95**

Our sturdy, tip-proof cot is built classroom-tough and super-safe for toddlers! Durable, lightweight cot has a moisture-resistant, wipe-clean cover made of stretch-resistant, 300-denier polyester—with heat-sealed seams to prevent tearing & fraying. Plus, it features a rugged polypropylene frame with rounded corners and edges. Cot measures 43 1/2" w x 21 1/2" d x 4 1/4" h; sleeping area is 19" x 40" long. Multiple cots conveniently stack for super-easy storage. Lifetime warranty. Comes assembled. Sturdy metal carrier has 4 locking casters; holds up to 15 Toddler Cots. 42 1/2" w x 20 1/2" d x 4" h.

Subtotal: \$79,238.19
7.75% Tax: \$6,140.96
Freight Amount: \$0.00
Total: \$85,379.15



CONSTRUCTION NOTES

1. SEE ALL NOTES ON ALL SHEETS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE LOCAL BUILDING DEPARTMENT.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
6. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS.
8. ALL EXISTING UTILITIES SHALL BE IDENTIFIED AND PROTECTED PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS PROVIDED.
11. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
12. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES.
14. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS PROVIDED.
15. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
16. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES.
18. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS PROVIDED.
19. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
20. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.

LEGEND

- 1. UNFINISHED FLOOR
- 2. FINISHED FLOOR
- 3. FINISHED CEILING
- 4. FINISHED WALL
- 5. FINISHED ROOF
- 6. FINISHED EXTERIOR WALL
- 7. FINISHED EXTERIOR ROOF
- 8. FINISHED EXTERIOR FLOOR
- 9. FINISHED EXTERIOR WALL
- 10. FINISHED EXTERIOR ROOF
- 11. FINISHED EXTERIOR FLOOR
- 12. FINISHED EXTERIOR WALL
- 13. FINISHED EXTERIOR ROOF
- 14. FINISHED EXTERIOR FLOOR
- 15. FINISHED EXTERIOR WALL
- 16. FINISHED EXTERIOR ROOF
- 17. FINISHED EXTERIOR FLOOR
- 18. FINISHED EXTERIOR WALL
- 19. FINISHED EXTERIOR ROOF
- 20. FINISHED EXTERIOR FLOOR
- 21. FINISHED EXTERIOR WALL
- 22. FINISHED EXTERIOR ROOF
- 23. FINISHED EXTERIOR FLOOR
- 24. FINISHED EXTERIOR WALL
- 25. FINISHED EXTERIOR ROOF
- 26. FINISHED EXTERIOR FLOOR
- 27. FINISHED EXTERIOR WALL
- 28. FINISHED EXTERIOR ROOF
- 29. FINISHED EXTERIOR FLOOR
- 30. FINISHED EXTERIOR WALL
- 31. FINISHED EXTERIOR ROOF
- 32. FINISHED EXTERIOR FLOOR
- 33. FINISHED EXTERIOR WALL
- 34. FINISHED EXTERIOR ROOF
- 35. FINISHED EXTERIOR FLOOR
- 36. FINISHED EXTERIOR WALL
- 37. FINISHED EXTERIOR ROOF
- 38. FINISHED EXTERIOR FLOOR
- 39. FINISHED EXTERIOR WALL
- 40. FINISHED EXTERIOR ROOF
- 41. FINISHED EXTERIOR FLOOR
- 42. FINISHED EXTERIOR WALL
- 43. FINISHED EXTERIOR ROOF
- 44. FINISHED EXTERIOR FLOOR
- 45. FINISHED EXTERIOR WALL
- 46. FINISHED EXTERIOR ROOF
- 47. FINISHED EXTERIOR FLOOR
- 48. FINISHED EXTERIOR WALL
- 49. FINISHED EXTERIOR ROOF
- 50. FINISHED EXTERIOR FLOOR

DETAILS

RUBIDOUX COMMUNITY SERVICES DISTRICT
 FOR CONNECTION
 SEE ONE YEAR FROM THIS DATE
 DETAIL "A"
 APPROVED BY ARCHITECT

RUBIDOUX COMMUNITY SERVICES DISTRICT
 FOR CONNECTION
 SEE ONE YEAR FROM THIS DATE
 DETAIL "B"
 APPROVED BY ARCHITECT

PROPOSED BUILDING 1
 FF=789.15

APPROVALS

3-11-2016 DA-004-007



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

Reports, Discussion and Action Items

Meeting Date: November 15, 2012

Action: **Change of Legal Counsel**

Background:

On June 7, 2012, the Oversight Board approved the recommendation to appoint Meyers Nave APC as its legal counsel. As a result, on June 19, 2012, the County of Riverside Board of Supervisors approved an agreement between the Meyers Nave APC and the Successor Agency to the Redevelopment Agency for the County of Riverside.

The agreement assigned James M. Casso as the Supervising Attorney. On October 26, 2012, Meyers Nave APC gave notice that effective close of business on October 31, 2012, James M. Casso would leave Meyers Nave APC to join Ross & Casso.

The Oversight Board needs to decide one of the following: (1) To continue with Meyers Nave APC, who will in turn assign a new Supervising Attorney as its Legal Counsel; (2) Direct the Successor Agency to prepare and enter into an agreement with Ross & Casso to continue with James M. Casso as Legal Counsel to the Oversight Board; or (3) Take other action.

Attachments: Letter from Meyers Nave APC dated October 26, 2012



555 12th Street, Suite 1500
Oakland, California 94607
tel (510) 808-2000
fax (510) 444-1108
www.meyersnave.com

David W. Skinner
Managing Principal
dskinner@meyersnave.com

October 26, 2012

Via E-mail and U.S. Mail (jjbenoit@rcbos.org; anitawillis@co.riverside.ca.us)

John Benoit, Riverside Oversight Board Chair
County of Riverside, Oversight Board to the
Successor Agency to the Dissolved RDA
3900 Main St. 7th Floor
Riverside, CA 92522

Anita Willis
Principal Deputy County Counsel
County of Riverside, Oversight Board to the
Successor Agency to the Dissolved RDA
3960 Main St. Suite 500
Riverside, CA 92501

Re: Representation of County of Riverside, Oversight Board to the Successor Agency to the Dissolved RDA

Dear Mr. Benoit and Ms. Willis:

We are writing to inform you that, effective as of the close of business on October 31, 2012, James M. Casso will be leaving Meyers Nave Riback Silver & Wilson (“Meyers Nave”) to join Ross & Casso (“Ross & Casso”) in its Los Angeles office.

As a client, the County of Riverside, Oversight Board to the Successor Agency to the Dissolved RDA (the “Oversight Board”) has several options for the matters presently being handled for you by Mr. Casso. You can: (i) direct that the matters be transferred to Mr. Casso at Ross & Casso; (ii) direct that another attorney at Meyers Nave continue to handle these matters after Mr. Casso’s departure; or (iii) retain new counsel to assist you in these matters. You may choose any of these options.

Whatever your decision, we want to assure you that the Oversight Board’s interests will at all times be protected fully during the transition process. Should matters be transferred from Meyers Nave, we will see that all necessary steps in the process are completed promptly and professionally to facilitate a smooth transition. If matters are to be transferred, we will need written confirmation from you of that fact, along with express authorization for Meyers Nave to release files to the firm you have selected.

John Benoit, Riverside Oversight Board Chair
Anita Willis, Principal Deputy County Counsel
October 26, 2012
Page 2

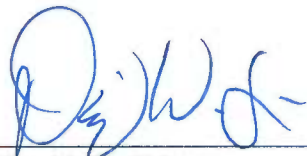
As soon as possible, please return the enclosed form to advise us of your decision regarding your matters presently being handled by Meyers Nave. Please send the completed form by pdf copy to both James Casso (jcasso@meyersnave.com) and to Robin Watkins, Director of Risk Management (rwatkins@meyersnave.com).

We will do our best to minimize any inconvenience these changes may cause and urge you to contact either of the undersigned with any questions or concerns you might have. For your reference, beginning on November 1, 2012, Mr. Casso's contact information will be as follows:

James M. Casso
Ross & Casso
520 South Grand Avenue
Suite 300
Los Angeles, CA 90071
(213) 892-1592 (o)
(626) 512-5470 (m)

Thank you very much for your prompt attention to this matter.

Sincerely,



David W. Skinner
Managing Principal

Sincerely,



James M. Casso

c: Robin Watkins, Director of Risk Management
1990984.1

DISPOSITION OF MATTERS

Please respond via email to James Casso at jcasso@meyersnave.com
and to Robin Watkins at rwatkins@meyersnave.com

James Casso at Meyers Nave is presently representing the County of Riverside, Oversight Board to the Successor Agency to the Dissolved RDA in the following matters:

Client/Matter Number Matter Name

1652.001 Legal Advice to Oversight Board

In light of Mr. Casso's departure from Meyers Nave, the Oversight Board directs as follows:

- Transfer the matter identified above, along with all of its physical and electronic files, to Ross & Casso, attn: James M. Casso, for future handling, replacing Meyers Nave Riback Silver & Wilson as counsel for the Oversight Board.
- Meyers Nave will continue to serve as counsel for the Oversight Board in the matter identified above, and all files related to such matters are to remain in possession of Meyers Nave.
- The physical and electronic files for the matter identified above are to be returned to the Oversight Board or transferred to another attorney, as indicated below.

Name: _____
Address: _____
Phone: _____

Dated: October ____, 2012

County of Riverside, Oversight Board to the
Successor Agency to the Dissolved RDA

By: _____

Title: _____

1991164.1