



Agenda Report

File #: 19-0304

AGENDA REPORT REQUEST FOR CORONA HOUSING AUTHORITY ACTION

DATE: 4/17/2019

TO: Honorable Corona Housing Authority Chairman and Board Members

FROM: Community Development Department

SUBJECT:

Corona Housing Authority consideration of the purchase of surplus property owned by Riverside County Transportation Commission (RCTC) located at the southeast and southwest corners of Buena Vista Avenue and Second Street (APNs 118-302-014, 118-270-002 and 118-270-003).

RECOMMENDED ACTION:

That the City of Corona Housing Authority:

1. Approve the Agreement for Purchase and Sale of Real Property and Escrow Instruction for Portions of APNs 118-270-002, 118-270-003 & 118-302-014, RCTC surplus property, for future affordable housing.
2. Authorize an appropriation of \$2,100,000 from Fund 291 (Corona Housing Authority) to pay RCTC the purchase price, escrow fees and conduct environmental analysis and any necessary due diligence activity in furtherance of this action.

ANALYSIS:

Background

Prior to the construction of the State Route 91 Improvement Project, Riverside County Transportation Commission (RCTC) acquired certain properties along the freeway to accommodate the widening improvement. Now that the widening project is done, RCTC is selling surplus property along the freeway that is no longer needed in accordance with California Government Code § 54222. For informational purposes, §54222 of the California Government Code states any local agency disposing of surplus land shall send prior to disposing of that property, a written offer to sell or lease the property for the purpose of: a) developing low and moderate income housing as defined in Section 50079 of the Health and Safety Code, within whose jurisdiction the surplus land is located, b) park and recreational purposes or open space, c) school facilities construction, d) enterprise zone purposes, and e) developing property located within an infill opportunity zone designated pursuant to Section 65088.4 or within an area covered by a transit village plan adopted pursuant to the Transit

Village Development Planning Act of 1994.

On April 27, 2018, RCTC distributed a Notice of Intent to Sell Real Property located at the southwest corner of Buena Vista Avenue and Second Street (APNs 118-270-002 and -003). On June 4, 2018, the city submitted a written response to RCTC of its intent to purchase the surplus property through the City of Corona Housing Authority (Housing Authority). The surplus property is roughly 4.82 acres, and the Housing Authority intends to acquire the property and make the site available for affordable housing. The purchase of the property by a local agency for the intent of affordable housing is consistent with the intent of California Government Code § 54222(a).

On July 17, 2018, RCTC distributed another Notice of Intent to Sell Real Property for property located at the southeast corner of Buena Vista Avenue and Second Street (APN 118-302-014). On August 16, 2018, the City submitted a written response to RCTC of its intent to purchase the surplus property through the Corona Housing Authority. The surplus property is 7,800 square feet and abuts the Citrus Circle Apartments, an affordable housing project consisting of 61 apartments. The Citrus Circle Apartments were developed by C & C Development and Orange Housing Development Corporation, which has a partnership with the Corona Housing Authority. For this parcel, the plan is to purchase the property and immediately sell it to C & C Development to incorporate into their existing housing complex. The property has the same zoning as the existing apartments and the inclusion of this parcel into the existing development would complete this corner of the site, which is currently vacant. The intent is to expand the outdoor recreation space, clean-up the corner and if possible, add parking.

It is also worth noting Assembly Bill 2135 in 2014 amended the provision of the state surplus land statute in furtherance of affordable housing efforts. Government Code § 54220 states priority use for surplus property is affordable housing; therefore, government agencies proposing affordable housing are given priority on the purchase of property.

On September 10, 2018, the Corona Housing Authority submitted a purchase request to RCTC for both sites. Staff also discussed the potential purchase of the surplus properties in Closed Session with the City Council/Corona Housing Authority Board in October 2018. Housing Authority staff was authorized to negotiate the purchase of the properties. The following information describes the terms negotiated for the properties.

SURPLUS PROPERTY

Site: APNs 118-270-002 & -003 (southwest corner of Buena Vista Avenue and Second Street).

Size: 4.82 acres (209,995 square feet)

Appraised Value: RCTC's valuation of the property was derived using sales comparison, which resulted in an assessed value of approximately \$17,000 per unit. Corona's permitted density allowed by General Plan for the HDR designation is 15 to 36 dwelling units per acre. At the highest density on the site, the assumed number of units is 151.

Negotiating Authority: Staff was given the authority to negotiate up to \$2.51 million.

Negotiating Justification: Factors affecting development and costs:

- The zoning of the property is Mobile Home Park, but the General Plan is High Density Residential. A zone change would be required to develop the site with multi-family residential apartment buildings.
- Although up to 36 du/ac are allowed, initial site planning indicates the property would yield approximately 112 units within the building envelop of the site.
- Future public improvements are anticipated with the development of the site, such as a traffic signal at the intersection of Buena Vista and Second Street, which is estimated to be \$450,000, and storm drain upgrades estimated to be \$250,000.
- The value of the property is therefore estimated to be approximately \$1,904,000.

Site: APN 118-302-014 (southeast corner of Buena Vista Avenue and Second Street).

Size: 0.20 acres (7,800 square feet)

Appraised Value: RCTC's valuation of this property was derived using comparable sales. The values ranged from \$13.50 to \$15.30 per square foot.

Negotiating Authority: Up to \$106,000

Negotiating Justification: Factors affecting development and costs:

- The zoning of the property is R-3, but not large enough to support multiple family residential.
- The property is immediately surrounded by an apartment complex that is set aside for affordable housing and the SR-91 overpass.
- Staff's opinion is the highest and best use of the property is to incorporate it into the existing Citrus Circle Apartment complex to expand the outdoor recreation space and parking lot.

Housing Authority Offer Price: \$2,000,000 for both sites.

The Corona Housing Authority submitted an offer to RCTC to purchase both sites for \$2 million. The RCTC at its meeting in November 2018 accepted the Housing Authority's offer and provided an escrow closing date no later than June 30, 2019. Funds used to purchase the properties are from the Corona Housing Authority (Fund 291), which are non-General Fund monies set aside in furtherance of affordable housing.

The Planning and Housing Commission at its meeting on March 11, 2019, recommended support of the CHA purchasing the RCTC surplus property.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

The proposed action is consistent with the City's Strategic Goal to *actively engage in public and private partnerships to provide services and amenities* because it will give the Corona Housing Authority the opportunity to partner with a developer of affordable housing in order to provide services to special needs groups within the city.

FISCAL IMPACT:

Approval of the recommended action will result in an appropriation of \$2,100,000 from the Corona Housing Authority Fund 291.

Fund	07/01/18 Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/19 Est. Fund Balance
Corona Housing Authority Fund 291	\$28,202,577	\$325,578	(\$155,203)	(\$2,100,000) Appropriation	\$26,272,952
Note: Estimated Fund Balance \$26,272,952, less loans receivable (\$21,244,035) = \$5,028,917 Available Fund Balance					

ENVIRONMENTAL ANALYSIS:

The sale of property is not considered a project under the California Environmental Quality Act (CEQA), therefore, no additional environmental analysis is required.

PREPARED BY: CYNTHIA LARA, ADMINISTRATIVE SERVICES MANAGER II

REVIEWED BY: JOANNE COLETTA, COMMUNITY DEVELOPMENT DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING EXECUTIVE DIRECTOR

Attachments:

1. Exhibit 1 - Locational Map
2. Exhibit 2 - Purchase and Sale Agreement



EXHIBIT 1

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
AND ESCROW INSTRUCTIONS**

Portions of APNs: 118-270-002, 118-270-003 & 118-302-014

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS (this “Agreement”), is entered into as of April 17, 2019 (“Effective Date”), by and between **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency (“Seller”) and the **City of Corona Housing Authority**, a public body, corporate and politic, organized under the laws of the State of California (“Purchaser”).

A. Seller owns those certain surplus properties (“Property”) commonly known as portions of APNs: 118-270-002, 118-270-003 & 118-302-014 (Caltrans Parcel Nos. 22219, 22221, 22222 and 22223) more particularly described and depicted on Exhibits “A-1” and “A-2”, attached hereto and made a part hereof;

B. Seller desires to sell and Purchaser desires to purchase the Property on the terms and conditions set forth herein; and

C. Concurrent with the purchase and sale of the Property, Seller desires to reserve a sewer easement over portions of Cal Trans Parcel Nos. 22222-1 (“Sewer Easement”), as more particularly described and depicted on Exhibits “B-1” and “B-2”.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
AGREEMENT TO PURCHASE AND SELL**

Purchaser agrees to purchase, and Seller agrees to sell, the Property at the Purchase Price (defined below) and on the terms set forth herein. In furtherance thereof Seller agrees to convey to Purchaser title to the Property subject to the Sewer Easement reserved in the recordable Grant Deed substantially in form and content as set forth in Exhibit “C” attached hereto (“Grant Deed”).

**ARTICLE 2
ESCROW**

2.1 Escrow. This sale shall be closed through an escrow with First American Title Company, 3400 Central Avenue, Suite 100, Riverside, CA 92506, Attention: Amy Hayes, Tel. (951) 787-1758, ahayes@firstam.com (“Escrow Holder”). This Agreement shall constitute the instructions of the parties to Escrow Holder. Payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit – all as defined below) and delivery of the Grant Deed and other closing documents shall be made through the Escrow. Each party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow. The fee for the Escrow shall be allocated between Seller and Purchaser as set forth in Section 2.5 below.

EXHIBIT 2

2.2 Purchase Price. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be Two Million and no/100 dollars (\$2,000,000.00). The Purchase Price, less the Earnest Money Deposit and plus or minus any adjustments, credits or proration provided for herein, shall be paid at the Closing, at Seller's option by cashier's or certified check or by wire transfer of current funds.

2.3 Opening of Escrow. Upon full execution of this Agreement, Seller and Purchaser shall open an Escrow by depositing with Escrow Holder a copy of this Agreement fully executed or executed in counterparts by the parties, subject to the provisions Section 2.10 and 2.11 below. The "Opening of Escrow" shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement. Upon receipt of this signed Agreement, Escrow Holder will execute the Acceptance attached hereto and will notify Seller and Purchaser of the date of Opening of Escrow as well as the other dates described herein that are based on the date of Opening of Escrow.

2.4 Earnest Money Deposit. Within ten (10) days following Opening of Escrow, Purchaser shall deposit into Escrow Sixty Thousand Dollars (\$60,000.00) ("Deposit"). The Deposit and any interest accruing upon such amount shall be the "Earnest Money Deposit" under this Agreement. Except for a termination caused by a material breach of this Agreement by Seller, or a failure of a condition to the Close of Escrow in favor of Purchaser or a termination of this Agreement by Purchaser prior to the expiration of the Review Period, the Earnest Money Deposit shall be non-refundable to Purchaser and applicable to the Purchase Price at Close of Escrow. Any interest earned on the Earnest Money Deposit shall not apply toward the Purchase Price and shall be non-refundable to Purchaser except in the event of a termination resulting from a material breach of this Agreement by Seller, termination of this Agreement by Purchaser prior to the expiration of the Review Period, or termination of this Agreement by Purchaser due to a failure of a condition to the Close of Escrow in favor of Purchaser. Until the Close of Escrow or the termination of this Agreement, the Earnest Money Deposit shall remain in Escrow.

2.5 Closing Costs. Costs of Escrow shall be paid as follows:

2.5.1 By Purchaser. Purchaser will pay all customary escrow fees, the cost of a title policy in excess of a Standard Policy, the cost of extended title coverage, if desired by Purchaser, the cost of any documentary transfer tax, and any additional title coverage or endorsements which Purchaser may desire and any document preparation costs. No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383. Each party will be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.6 Close of Escrow. The performance by Seller and Purchaser of their respective obligations under this Agreement (directly or through the completion of the escrow deposits required of them to be made), delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed (upon the Title Insurer's commitment to issue the Title Policy to Purchaser) and delivery of possession of the Property to Purchaser shall constitute the closing of the sale ("Closing" or "Close of Escrow"). The date of the Closing ("Closing Date") shall be on or before thirty (30) calendar days after the expiration of the Review Period (as hereinafter defined in Section 3.1), unless extended in writing as set forth below.

2.7 Real Property Taxes; Closing Prorations and Adjustments. The parties acknowledge that because of Seller's status as a public entity, the Property has not been subject to real property taxation during Seller's period of ownership. Purchaser will become liable for real property taxes and assessments with respect to the Property from and after Close of Escrow, to the extent that such taxes and assessments relate to periods following Close of Escrow. All items of income or expense, if any, shall be prorated according to prevailing local custom in Riverside County, California. All prorations are final.

2.8 Documents To Be Delivered By Seller At Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser:

2.8.1 A duly executed and acknowledged Grant Deed to the Property in the form attached hereto as Exhibit "C";

2.8.2 All other documents (if any) required to be executed and delivered by Seller; and

2.8.3 Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

2.9 Documents To Be Delivered By Purchaser At Closing. At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in a form reasonably satisfactory to Seller:

2.9.1 The Purchase Price together with Purchaser and Seller's escrow fees, plus or minus adjustments, credits and prorations provided for herein; and

2.9.2 A Documentary Transfer Tax Affidavit as required by the Riverside County Assessor-County Clerk-Recorder;

2.9.3 A Preliminary Change of Ownership Report; and

2.9.4 Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

2.10 Conditions to Seller's Obligations. The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in the absence of a specified date:

2.10.1 Purchaser's Obligations. As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

2.10.2 Purchaser's Representations. As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement shall be true and correct as of the Closing.

2.11 Conditions to Purchaser's Obligations. The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in the absence of a specified date:

2.11.1 Seller's Obligations. As of the Closing, Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller; and

2.11.2 Seller's Representations. As of the Closing, all representations and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing.

2.11.3 Title Policy. The issuance of (or the unconditional commitment to issue) the Standard Policy by the First American Title Company ("Title Company") insuring the interest of Purchaser as owner of the Property with good and marketable title in the full amount of the Purchase Price for the Property, showing title to the Property vested in Purchaser free and clear of all liens and encumbrances subject only to the matters approved in writing by Purchaser pursuant to Section 3.1(a) below. All tax obligations pertaining to the Property shall be current and/or paid in full at the time of closing.

2.11.4 Condition of Property. There shall not be any material change in the condition of the Property after the expiration of the Review Period. If and to the extent that any condition to Purchaser's obligation to consummate the purchase of the Property fails to be satisfied, then Purchaser may either (a) waive such condition and proceed with the close of escrow, or (b) terminate the Agreement in which event the Earnest Money Deposit shall be immediately refunded to Purchaser and neither party shall have any further obligation to the other party

2.11.5 General Plan Consistency Determination. The Community Development Director for the City of Corona shall have determined that Purchaser's acquisition of fee title to the Property pursuant to this Agreement is consistent with the City of Corona General Plan pursuant to Government Code Section 65402.

2.12 Seller Covenants. Prior to the Close of Escrow or termination of this Agreement, Seller agrees: (a) Seller will not enter into any new lease agreements, license agreements or similar agreements with respect to the Property, (b) Seller will not encumber the Property, (c) enter into any maintenance or service agreement that will survive the Close of Escrow and (d) construct any new improvements on the Property.

2.13 Electronic Signatures. Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents to be recorded (such as the Grant Deed) must bear original signatures and notarizations. The documents described in Sections 2.8 and 2.9 above, as presented to the County Recorder at Closing, must also bear original signatures. Escrow

Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

ARTICLE 3 REVIEW PERIOD

3.1 Purchaser's Review Period. Purchaser's Review Period ("Review Period") shall expire ninety (90) days after Opening of Escrow, unless terminated earlier by Purchaser. Purchaser shall have the option to extend the Review Period for one additional period of ninety (90) days by delivering written notice of its exercise of the option to Seller and to Escrow Holder and depositing an additional Thirty Thousand Dollars (\$30,000.00) into Escrow, which additional deposit shall be added to and become a part of the Earnest Money Deposit. If Purchaser has not approved, disapproved or waived all contingencies by written notice to Seller prior to the expiration of Purchaser's Review Period (which approval, disapproval or waiver shall be at the sole and absolute discretion of Purchaser) then all feasibility contingencies of Purchaser shall be deemed approved. In the event Purchaser terminates this Agreement as a result of its review of the Property prior to the expiration of the Review Period, the Deposit shall be refunded to Purchaser. No extension of the Closing Date (pursuant to Section 2.6 above) will extend the Review Period. Any written approval by Purchaser pursuant to this Section shall be without conditions or qualifications and any written notice from Purchaser pursuant to this Section 3.1 containing conditions or qualifications will be deemed disapproval.

3.1.1 Prior to the expiration of the Review Period, Purchaser shall have the right to review a preliminary title report ("Title Report") for the Property prepared by the Title Company. If Purchaser has not already obtained the Title Report prior to the execution of this Agreement, Escrow Holder will obtain the Title Report from the Title Company and provide it the both parties along with legible copies of all title exceptions listed therein within then (10) days following the Opening of Escrow. Prior to the expiration of the Review Period, Purchaser shall provide written notice to Seller of any objections to the Title Report. Seller shall have five (5) business days after the receipt of an objection notice from Purchaser to elect to cure any objection to the Title Report raised by Purchaser. If Seller agrees to cure an objection to the Title Report, such cure shall be a condition to the obligation of Purchaser to proceed with the Close of Escrow. If Seller fails to provide a response to Purchaser's objection to the Title Report, Seller shall be deemed to have elected to refuse to cure such title objection in which event Purchaser shall have five (5) business days after the expiration of Seller's five-business day review period to elect to either (i) waive Purchaser's objections and proceed with the Close of Escrow or (ii) terminate this Agreement.

3.2 Purchaser's Investigations of the Property. During the Review Period, Purchaser and its agents and contractors shall have the right to conduct such investigations and enter upon the Property to conduct, at Purchaser's expense, such tests and investigations as may be necessary for Purchaser to determine whether any matter would materially hinder or make economically unfeasible Purchaser's intended use of the Property. Prior to Purchaser or its agents or contractors entering upon the Property pursuant to this Article 3, Purchaser shall (a) give Seller twenty-four (24) hours prior notice of such entry, and (b) provide satisfactory evidence to Seller that Purchaser, or its agents or contractors, are either self-insured or have obtained commercial general liability insurance, with limits of not less than \$2,000,000.00 per occurrence and

\$4,000,000.00 in aggregate; workers compensation insurance in statutory limits and employers liability insurance with limits not less than \$1,000,000.00 each incident; and umbrella excess liability insurance excess of the underlying commercial general liability and employers liability insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. Purchaser's review may include the following:

3.2.1 Geotechnical and Environmental Reports: Purchaser's approval of Geotechnical Report and a Phase I Preliminary Environmental Site Assessment Report to be obtained by Purchaser at Purchaser's cost and expense. Seller shall provide Purchaser with copies of any reports currently in Seller's possession, to be supplied within five (5) days of opening of escrow.

3.2.2 Economic Feasibility and Project Analysis: Purchaser's approval of work product produced by Purchaser's consultants verifying the development costs, zoning, coverage ratio and marketability of Purchaser's intended development.

3.2.3 Records and Plans: Purchaser's approval of all books and records and reports prepared in connection with the ownership and maintenance of the property for the past two (2) years including, without limitation, any and all existing building plans and engineering reports (if any). This information will be supplied to Purchaser within five (5) days of the opening of Escrow.

3.2.4 Survey: Purchaser's approval of a recent ALTA qualifying survey to be contracted and paid for by Purchaser during Purchaser's Review Period.

3.3 Indemnification. Purchaser will defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities relating to or arising out of Purchaser's exercise of its rights under Section 3.2 above provided that Purchaser shall not be responsible for any latent defects that are merely discovered by Purchaser and not intentionally exacerbated by Purchaser. Purchaser will assure that all costs associated with its conduct of the investigations are fully satisfied and that the Property is not subjected to any liens with respect thereto.

3.4 Copies of Reports. Purchaser shall provide to Seller copies of all reports resulting from Purchaser's exercise of its rights under this Article 3. Such reports will be provided without cost to Seller and without warranty or representation from Purchaser with respect to the information contained therein.

3.5 Seller Materials. Within five (5) Business Days following Opening of Escrow, Seller will make available to Purchaser copies of documents and other materials regarding the physical condition of the Property ("Seller Materials"). The Seller materials are made available without warranty or representation by Seller regarding the accuracy or completeness of the information contained therein. If this Agreement and the transaction described herein are terminated for any reason other than a material uncured default by Seller, Purchaser shall return the Seller Materials to Seller within three (3) Business Days following such termination and agrees that it will not disclose the Seller Materials to any other person or entity.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Seller's Representations and Warranties. Seller is selling the Property AS-IS with all faults, but represents and warrants to Purchaser as follows:

4.1.1 Authority. Seller has full power and authority to sell, convey and transfer the Property as provided for in this Agreement and this Agreement is binding and enforceable against Seller.

4.1.2 Hazardous Materials. To Seller's actual knowledge Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity which would constitute a violation of any Environmental Law, nor has Seller received any written notices that the Property is in violation of any Environmental Law. As used herein, (a) the term "Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, or restricted hazardous waste under any provision of California law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (vii) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (viii) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601); and (b) the term "Environmental Laws" shall mean all statutes specifically described in the definition of Hazardous Materials and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

4.1.3 No third party has rights over the Property (including leases or licenses) or any existing easements of record.

4.1.4 With respect to the Property, there are no existing or pending contracts of sale, options to purchase, rights of first refusal (or the like) or other unrecorded agreements or understandings with third parties regarding the ownership or use of the Property.

4.1.5 There are no pending or, to the best of Seller's knowledge, contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.

4.2 Purchaser's Representations and Warranties. Except as expressly set forth in this Agreement, Purchaser is not relying upon any warranties, express or implied, oral or written, from Seller regarding the Property and, upon Close of Escrow, Purchaser will have accepted the Property as-is, with all faults. Purchaser represents and warrants to Seller as follows:

4.2.1 Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the consummation of the transactions contemplated hereby will result in any breach

or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Purchaser is a party.

4.2.2 Authority. Purchaser has full power and authority to execute this Agreement and purchase the Property as provided for in this Agreement and this Agreement is binding and enforceable against Purchaser.

4.2.3 As-Is Acquisition. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) VALUE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (F) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (G) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS DELIVERED BY SELLER TO PURCHASER OR PRELIMINARY REPORT REGARDING TITLE; (VIII) DEFICIENCY OF ANY UNDERSHORE; (H) DEFICIENCY OF ANY DRAINAGE; (X) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR A FLOOD ZONE; OR (I) WITH RESPECT TO ANY OTHER MATTER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OR WILL HAVE BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, AND THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO PURCHASER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY

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WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY WHICH WERE RETAINED BY SELLER FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 4.1 ABOVE, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN AS IS CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. PURCHASER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY.

4.2.4 General Waiver. With respect to the waivers and releases set forth in Section 4.2.3, above, Purchaser expressly waives any of its rights granted under California Civil Code Section 1542, which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Purchaser's Initials

ARTICLE 5 DEFAULTS; REMEDIES

5.1 PURCHASER'S DEFAULT AND LIQUIDATED DAMAGES. PURCHASER AND SELLER AGREE THAT SHOULD PURCHASER DEFAULT IN PURCHASER'S OBLIGATION TO PURCHASE THE PROPERTY WITHIN THE TIME AND IN THE MANNER SPECIFIED IN THIS AGREEMENT, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE PROPERTY TO PURCHASER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER

BECAUSE OF SUCH DEFAULT, THAT THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON SHALL CONSTITUTE A REASONABLE ESTIMATE AND AGREED STIPULATION OF DAMAGES IN THE EVENT OF SUCH DEFAULT BY PURCHASER AND THAT SELLER SHALL HAVE NO OTHER RIGHT OR CAUSE OF ACTION AGAINST PURCHASER FOR DAMAGES OR OTHERWISE ARISING FROM SAID DEFAULT, EXCEPT AS SET FORTH BELOW IN THIS SECTION 5.1.

Seller's Initials: _____ **Purchaser's Initials:** _____

In addition, Seller may pursue against Purchaser any and all other rights and remedies available at law or in equity, to obtain from Purchaser (on an AS IS basis and subject to the rights of third parties): (a) copies of all soil tests, environmental studies, and other tests and studies pertaining to the Property obtained by Purchaser, and (b) reimbursement for the payment of any costs and expenses incurred by Seller and properly allocable to Purchaser under Article 3 or Section 6.15. Nothing this paragraph shall be construed to require Purchaser to deliver to Seller any proprietary or confidential information of Purchaser.

5.2 Seller's Default. If the transaction contemplated hereby does not close by reason of a material, uncured default by Seller in any of the terms hereof, then Purchaser may terminate this Agreement and pursue against Seller as Purchaser's sole and exclusive remedy, an action to compel Seller's specific performance of this Agreement and Seller shall return to Purchaser the Earnest Money Deposit and any interest earned thereon. In no event shall Seller be liable to Purchaser for indirect or consequential damages, including, without limitation, any loss or damage suffered by Purchaser in connection with any lost profit or other agreement or understanding with any third party for the use, lease or purchase of the Property.

ARTICLE 6 MISCELLANEOUS

6.1 Payment of Real Estate Brokers and Consultants. Each party represents to the other that no real estate broker has been used in connection with this transaction unless pursuant to a separate agreement. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Purchaser in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any claim for a real estate broker's commission or fee by any party claiming to have represented Seller in connection with this transaction. The indemnification obligations under this Section 6.1 shall survive the Closing or any termination of this Agreement for any reason whatsoever.

6.2 Notices. All notices and other communications which are required to be, or which may be given under this Agreement shall be in writing, and shall be delivered at the addresses set out hereinbelow. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified

or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows:

If to Seller: Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208
Attn: Real Property Agent
Telephone: (951)787-7141

With a copy to: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501
Attn: Steve DeBaun
Telephone: (951)686-1450

If to Purchaser: City of Corona, Community Development Department
400 S. Vicentia Avenue
Corona, CA 92882
Attn: Joanne Coletta
Telephone: (951) 736-2434

If to Escrow: Amy Hayes, Escrow Officer
First American Title Company
Phone: 951-787-1758 Ext.
Fax: 866-558-2890 Ext.
email: ahayes@firstam.com

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

6.3 Possession. Possession of the Property shall be delivered to Purchaser at the Closing.

6.4 Assignment. Purchaser may not assign or pledge any of its rights hereunder without the prior written consent of Seller; provided, however, that Seller consents to the vesting of title at Close of Escrow in the name of an entity that controls, is controlled by or under common control with Purchaser. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and each of their successors and assigns.

6.5 Joint and Several Liability. If Purchaser is more than one person or entity, then all obligations and/or liabilities of Purchaser set forth herein or arising hereunder shall be the joint and several obligations and/or liabilities of each party constituting Purchaser.

6.6 Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect

between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.

6.7 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.

6.8 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

6.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

6.10 Governing Law. This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Riverside County, California.

6.11 Time of the Essence. Time is of the essence of this Agreement.

6.12 Modification. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

6.13 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows such breach at the time it accepts such payment or performance. Except as otherwise expressly provided in this Agreement, no failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

6.14 Business Days. Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday, a holiday observed by national banks or a day that is a non-working day for Seller.

6.15 Attorney Fees. In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, to include any attorney fees or costs on appeal.

6.16 Termination Due to Lack of Execution. If Purchaser has not provided a signed copy of this Agreement to Seller and Escrow Holder within ninety (90) days following Seller's delivery to Purchaser of this Agreement executed on behalf of Seller, Seller may elect to terminate this Agreement and the transaction described herein by written notice to Purchaser.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Steven DeBaun, Attorney for
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

PURCHASER:

CITY OF CORONA HOUSING AUTHORITY, a California a public body, corporate and politic

By: _____
Mitchell Lansdell, Acting Executive Director

ATTEST:

By: _____
Sylvia Edwards, Secretary

ACCEPTANCE BY ESCROW HOLDER

_____ acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Estate and Escrow Instructions and, subject to the provisions of Section 2.1 of this Agreement, agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as the terms apply to Escrow Holder.

By: _____

Title: _____

Date: _____, 20__

EXHIBIT A-1

Legal Description of the Property

[ATTACHED]

APNs: 118-270-002, 118-270-003 & 118-302-014 (Caltrans Parcel Nos. 22219, 22221, 22222 and 22223)

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22223-REM

Remnant

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the deed recorded June 23, 1992 as Instrument No. 230917 of Official Records of said County, lying southerly of the following described line:

Beginning at the centerline intersection of Buena Vista Avenue and 6th Street, as shown on the Record of Survey filed in Book 143, Pages 94 through 113 of Records of Survey, records of said County; thence North 08°02'08" East 1482.02 feet along the centerline of said Buena Vista Avenue; thence South 81°57'52" East 30.00 feet to the easterly line of said Buena Vista Avenue and the **True Point of Beginning**; thence North 52°08'39" East 22.39 feet to a non-tangent curve concave southerly having a radius of 9968.00 feet, a radial line to said curve bears North 06°12'34" East; thence easterly 571.01 feet along said curve through a central angle of 03°16'56"; thence South 80°30'30" East 51.02 feet; thence South 33°51'13" East 39.01 feet to a line that is parallel with and 0.25 feet westerly of the easterly line of Lot 9 in block 64 of South Riverside Land and Water Company Lands, as shown by map recorded in Book 9, Page 6 of Maps, records of San Bernardino County, State of California; thence South 08°03'40" West 11.86 feet along said parallel line to the southerly line of the northerly 100.00 feet of the southerly 198.00 feet of said Lot 9 and the **Point of Termination**.

Containing 7,829 square feet.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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Page 1 of 2

PSOMAS

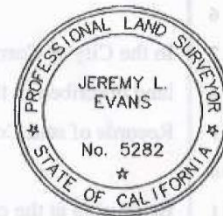
PSOMAS

See Exhibit 'A2' attached hereto and made a part hereof.

Prepared under the direction of

Jeremy L. Evans
Jeremy L. Evans, PLS 5282

5.16.2017
Date



PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22219, 22221, 22222-REM

Remnant

In the City of Corona, County of Riverside, State of California, being portions of the lands described in the Grant Deeds recorded May 31, 2013 as Document No. 2013-0257879, July 23, 2013 as Document No. 2013-0354239 and August 29, 2013 as Document No. 2013-0426213, all of Official Records of said County, lying southerly of following described line:

Beginning at centerline intersection of Buena Vista Avenue, 60.00 feet wide, and 6th Street, as shown on a map filed in Book 143, Pages 94 through 113 of Records of Survey, records of said County; thence along said centerline of Buena Vista Avenue North 08°02'08" East 1479.18 feet; thence North 81°57'52" West 30.00 feet to the westerly line of said Buena Vista Avenue and the **True Point of Beginning**; thence North 38°05'40" West 22.46 feet to a non-tangent curve concave southerly having a radius of 9968.00 feet, a radial line to said curve bears North 05°40'54" East; thence westerly 28.63 feet along said curve through a central angle of 00°09'52"; thence North 84°28'59" West 172.40 feet to a curve concave southerly having a radius of 968.00 feet; thence westerly 365.82 feet along said curve through a central angle of 21°39'11" to a compound curve concave southeasterly having a radius of 50.00 feet; thence southwesterly 2.96 feet along said curve through a central angle of 03°23'25"; thence South 70°28'25" West 260.64 feet; thence South 72°26'28" West 262.95 feet; thence South 73°45'06" West 161.04 feet to a non-tangent curve concave northerly having a radius of 903.00 feet, a radial line to said curve bears South 16°14'56" East; thence westerly 382.42 feet along said curve through a central angle of 24°15'53" to a non-tangent curve concave northerly having a radius of 1403.00 feet, a radial line to said curve bears South 08°02'24" West; thence westerly 32.47 feet along said curve through a central angle of 01°19'34"; thence South 54°27'43" West 54.64 feet; thence

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PSOMAS

1 South 09°15'36" West 95.59 feet; thence South 08°05'21" West 34.85 feet; thence
2 South 09°23'23" West 155.22 feet to a non-tangent curve concave westerly having a
3 radius of 95.00 feet, a radial line to said curve bears South 79°06'07" East; thence
4 southwesterly 9.83 feet along said curve through a central angle of 05°55'39" feet to the
5 easterly line of Lincoln Avenue, 88.50 feet wide as shown on said Map.

6
7 Containing 181,988 square feet.

8
9 See Exhibit 'A2' attached hereto and made a part hereof.

10
11 The distances described herein are grid distances and are based on California Coordinate
12 System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing
13 grid distances by the mean combination factor of the courses being described. The mean
14 combination factor for this conversion is 0.99997476.

15
16 Prepared under the direction of:

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19 Jeremy L. Evans
20 Jeremy L. Evans, PLS 5282

5.12.2017
Date



EXHIBIT A-2

Depiction of the Property

[ATTACHED]

EXHIBIT A2

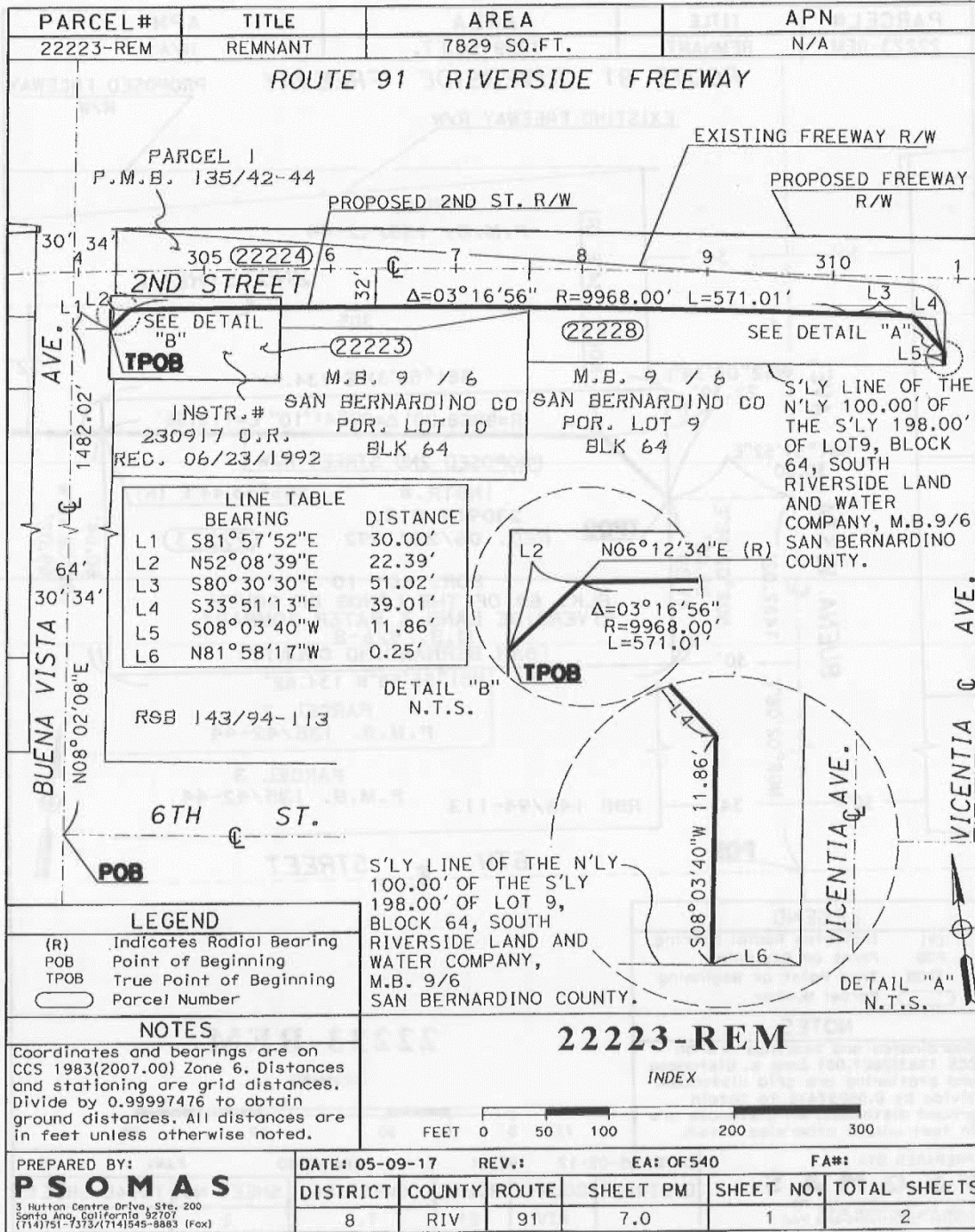


EXHIBIT A2

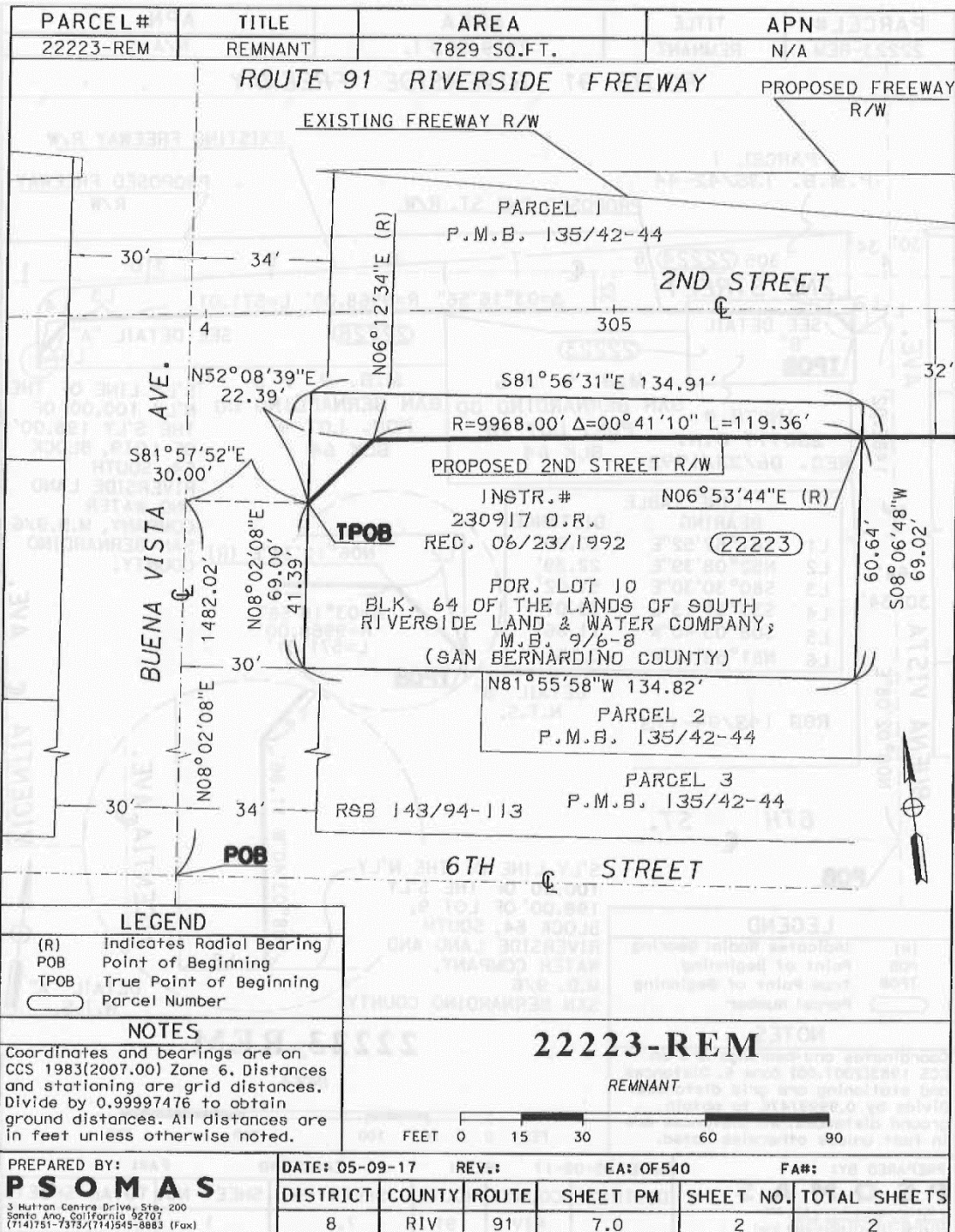


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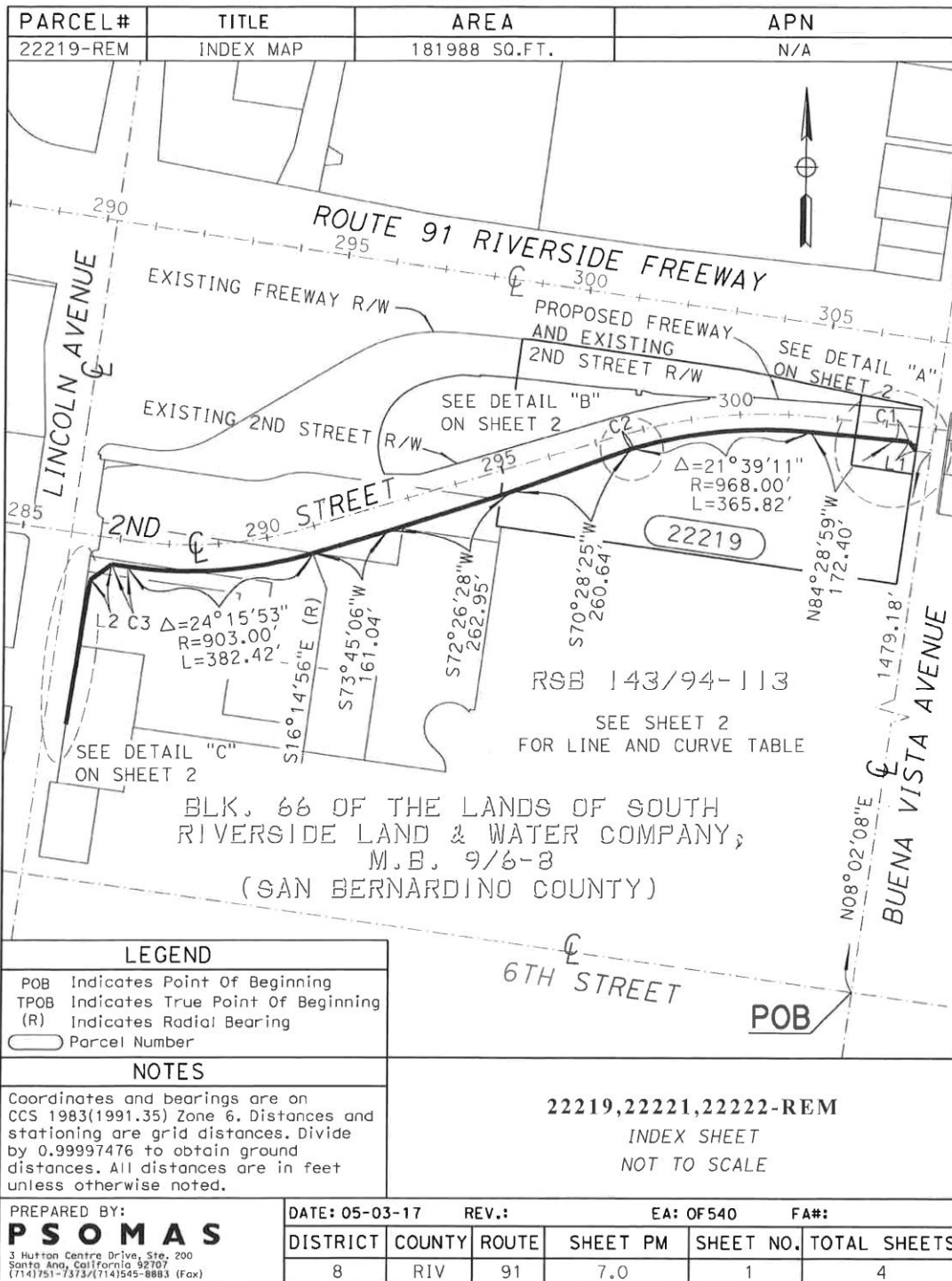


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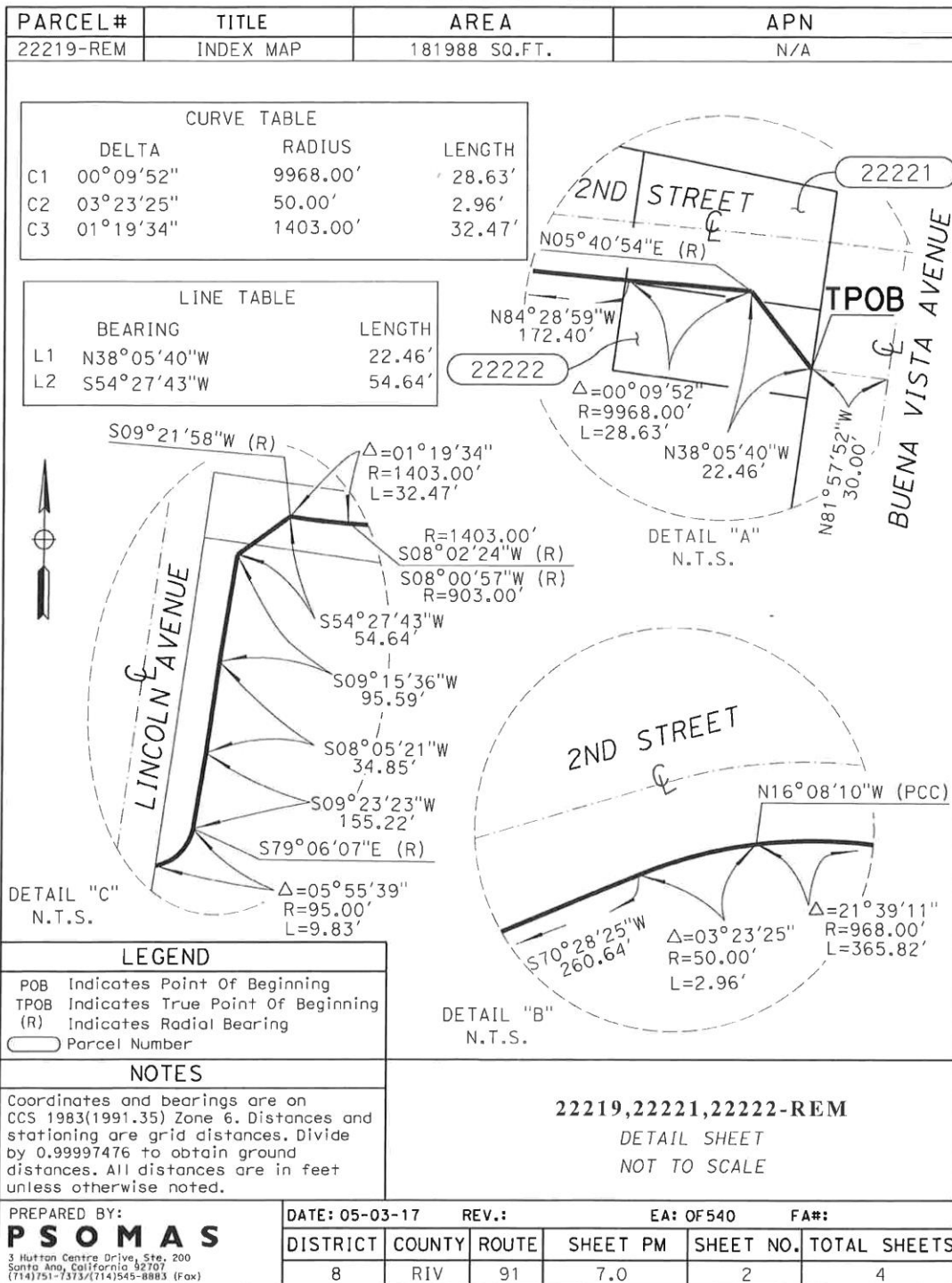


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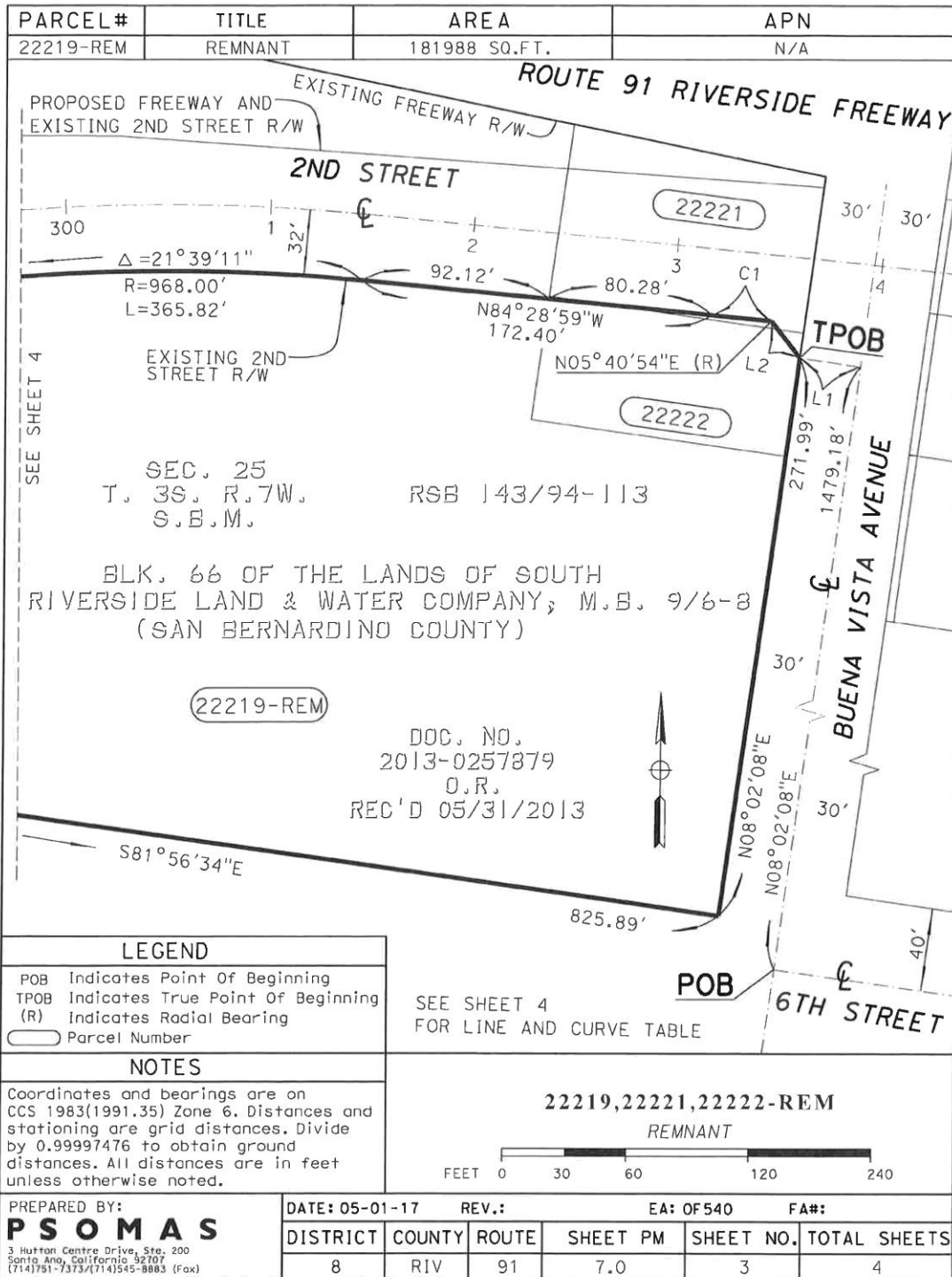


EXHIBIT B-1

Legal Description of Sewer Easement

[ATTACHED]

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22222-1

Sewer Easement

In the City of Corona, County of Riverside, State of California, being portions of the lands described in the Grant Deeds recorded July 23, 2013 as Document No. 2013-0354239 and August 29, 2013 as Document No. 2013-0426213, all of Official Records of said County, described as follows:

Beginning at centerline intersection of Buena Vista Avenue, and 6th Street, as shown on a map filed in Book 143, Pages 94 through 113 of Records of Survey, records of said County; thence along said centerline of Buena Vista Avenue North 08°02'08" East 1479.18 feet; thence North 81°57'52" West 30.00 feet to the westerly line of said Buena Vista Avenue; thence North 38°05'40" West 3.60 feet to the **True Point of Beginning**; thence North 82°16'09" West 100.98 feet; thence North 52°16'09" West 18.38 feet; thence South 84°28'59" East 74.81 feet to a curve concave southerly having a radius of 9968.00 feet; thence easterly 28.63 feet along said curve through a central angle of 00°09'52"; thence South 38°05'40" East 18.86 feet to the **True Point of Beginning**.

Containing 1172 square feet.

See Exhibit 'A2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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5/12/2017

Page 1 of 2

PSOMAS

1 Prepared under the direction of:

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Jeremy L. Evans

Jeremy L. Evans, PLS 5282

5.16.2017

Date



EXHIBIT B-2

Depiction of Sewer Easement

[ATTACHED]

EXHIBIT A2

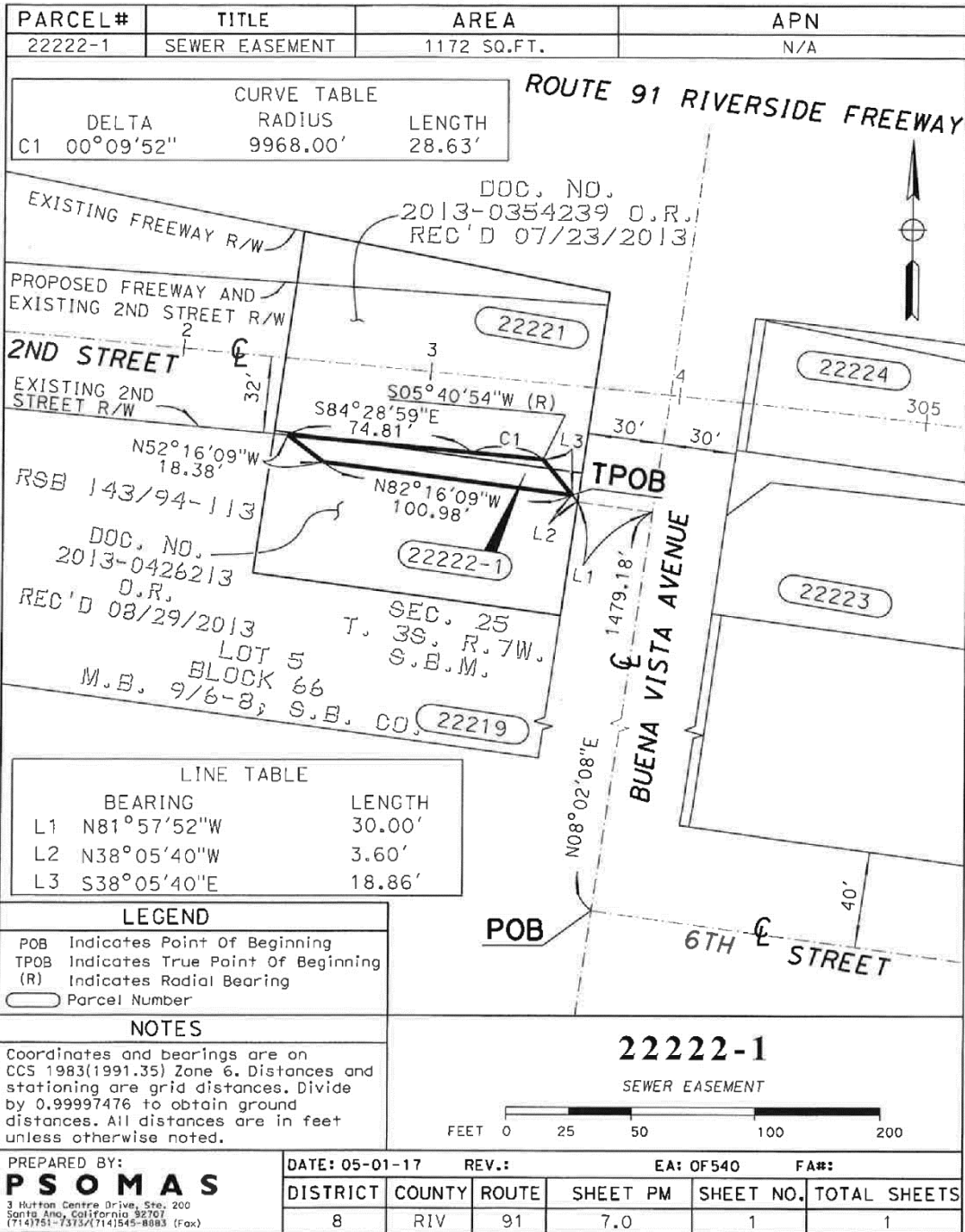


EXHIBIT C

Grant Deed

[ATTACHED]

RECORDING REQUESTED BY:
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502-2208

WHEN RECORDED MAIL TO:
City of Corona Housing Authority
Community Development Department
400 S. Vicentia Avenue
Corona, CA 92882

Exempt from Recording Fees per Govt. Code §27383
Portions of APNs #118-270-002, 118-270-003 and 118-302-014

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$ _____
Portions of Assessor's Parcel No(s). #118-270-002, 118-270-003 and 118-302-014
☐ computed on full value of interest or property conveyed, or
☐ computed on full value of liens or encumbrances remaining at time of sale;

GRANT DEED

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency ("Grantor") hereby grants to the CITY OF CORONA HOUSING AUTHORITY, a California public body, corporate and politic ("Grantee") all that certain real property situated in the City of Corona, County of Riverside, State of California, more fully described in Exhibit "1" attached hereto and incorporated herein by this reference("Property").

Grantee acknowledges and agrees that portions of the Property are retained by Grantor as a sewer easement (the "Sewer Easement"). Grantee further acknowledges that this easement is in gross and is personal in nature and may be assigned by Grantor to any public agency. The Sewer Easement is described in Exhibit 2 attached hereto and incorporated herein (Caltrans Parcel 22222-1). Grantee accepts the Property subject to the rights of access and use by third parties within the Sewer Easement. Grantee shall not block, obscure or otherwise cause or permit anything to be placed on the Property that will interfere with accessing the Sewer Easement.

Dated: _____

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION, a
public agency

By: _____
Anne Mayer, Executive Director

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 1 TO GRANT DEED

Legal Description

[ATTACHED]

APNs: 118-270-002, 118-270-003 & 118-302-014 (Caltrans Parcel Nos. 22219, 22221, 22222 and 22223)

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22223-REM

Remnant

In the City of Corona, County of Riverside, State of California, being a portion of the land described in the deed recorded June 23, 1992 as Instrument No. 230917 of Official Records of said County, lying southerly of the following described line:

Beginning at the centerline intersection of Buena Vista Avenue and 6th Street, as shown on the Record of Survey filed in Book 143, Pages 94 through 113 of Records of Survey, records of said County; thence North 08°02'08" East 1482.02 feet along the centerline of said Buena Vista Avenue; thence South 81°57'52" East 30.00 feet to the easterly line of said Buena Vista Avenue and the **True Point of Beginning**; thence North 52°08'39" East 22.39 feet to a non-tangent curve concave southerly having a radius of 9968.00 feet, a radial line to said curve bears North 06°12'34" East; thence easterly 571.01 feet along said curve through a central angle of 03°16'56"; thence South 80°30'30" East 51.02 feet; thence South 33°51'13" East 39.01 feet to a line that is parallel with and 0.25 feet westerly of the easterly line of Lot 9 in block 64 of South Riverside Land and Water Company Lands, as shown by map recorded in Book 9, Page 6 of Maps, records of San Bernardino County, State of California; thence South 08°03'40" West 11.86 feet along said parallel line to the southerly line of the northerly 100.00 feet of the southerly 198.00 feet of said Lot 9 and the **Point of Termination**.

Containing 7,829 square feet.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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5/15/2017

Page 1 of 2

PSOMAS

See Exhibit 'A2' attached hereto and made a part hereof.

Prepared under the direction of

Jeremy L. Evans

5-16-2017

Jeremy L. Evans, PLS 5282

Date



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5/15/2017

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EXHIBIT A2

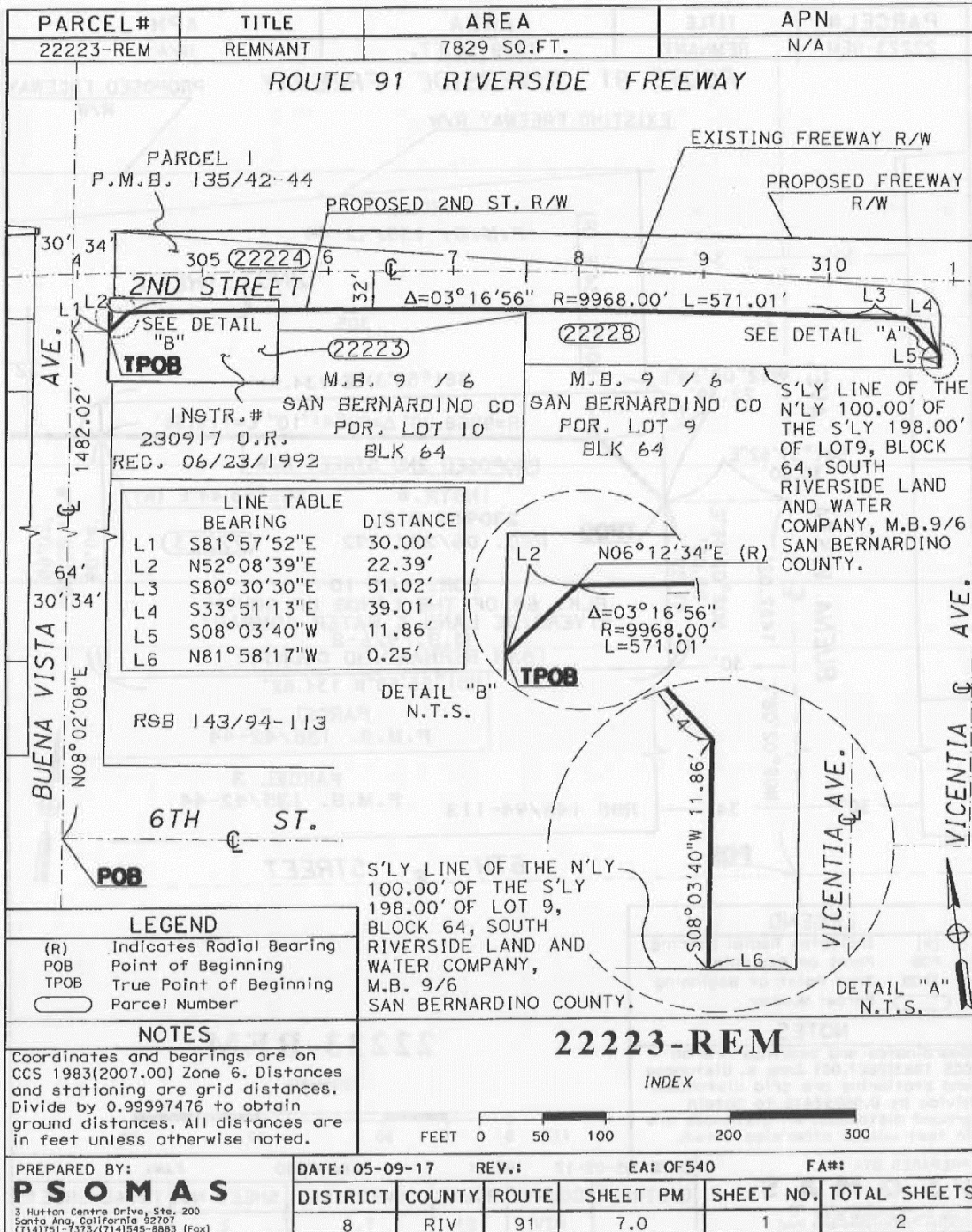


EXHIBIT A2

PARCEL # 22223-REM **TITLE** REMNANT **AREA** 7829 SQ.FT. **APN** N/A

ROUTE 91 RIVERSIDE FREEWAY **PROPOSED FREEWAY R/W**

EXISTING FREEWAY R/W

PARCEL 1
P.M.B. 135/42-44

2ND STREET

BUENA VISTA AVE.

PROPOSED 2ND STREET R/W

INSTR. # 230917 D.R.
REC. 06/23/1992 **22223**

POB

POB

PARCEL 2
P.M.B. 135/42-44

PARCEL 3
P.M.B. 135/42-44

6TH STREET

LEGEND

- (R) Indicates Radial Bearing
- POB Point of Beginning
- TPOB True Point of Beginning
- Parcel Number

NOTES

Coordinates and bearings are on CCS 1983(2007.00) Zone 6. Distances and stationing are grid distances. Divide by 0.99997476 to obtain ground distances. All distances are in feet unless otherwise noted.

22223-REM

REMNANT

FEET 0 15 30 60 90

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22219, 22221, 22222-REM

Remnant

In the City of Corona, County of Riverside, State of California, being portions of the lands described in the Grant Deeds recorded May 31, 2013 as Document No. 2013-0257879, July 23, 2013 as Document No. 2013-0354239 and August 29, 2013 as Document No. 2013-0426213, all of Official Records of said County, lying southerly of following described line:

Beginning at centerline intersection of Buena Vista Avenue, 60.00 feet wide, and 6th Street, as shown on a map filed in Book 143, Pages 94 through 113 of Records of Survey, records of said County; thence along said centerline of Buena Vista Avenue North 08°02'08" East 1479.18 feet; thence North 81°57'52" West 30.00 feet to the westerly line of said Buena Vista Avenue and the **True Point of Beginning**; thence North 38°05'40" West 22.46 feet to a non-tangent curve concave southerly having a radius of 9968.00 feet, a radial line to said curve bears North 05°40'54" East; thence westerly 28.63 feet along said curve through a central angle of 00°09'52"; thence North 84°28'59" West 172.40 feet to a curve concave southerly having a radius of 968.00 feet; thence westerly 365.82 feet along said curve through a central angle of 21°39'11" to a compound curve concave southeasterly having a radius of 50.00 feet; thence southwesterly 2.96 feet along said curve through a central angle of 03°23'25"; thence South 70°28'25" West 260.64 feet; thence South 72°26'28" West 262.95 feet; thence South 73°45'06" West 161.04 feet to a non-tangent curve concave northerly having a radius of 903.00 feet, a radial line to said curve bears South 16°14'56" East; thence westerly 382.42 feet along said curve through a central angle of 24°15'53" to a non-tangent curve concave northerly having a radius of 1403.00 feet, a radial line to said curve bears South 08°02'24" West; thence westerly 32.47 feet along said curve through a central angle of 01°19'34"; thence South 54°27'43" West 54.64 feet; thence

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PSOMAS

1 South 09°15'36" West 95.59 feet; thence South 08°05'21" West 34.85 feet; thence
2 South 09°23'23" West 155.22 feet to a non-tangent curve concave westerly having a
3 radius of 95.00 feet, a radial line to said curve bears South 79°06'07" East; thence
4 southwesterly 9.83 feet along said curve through a central angle of 05°55'39" feet to the
5 easterly line of Lincoln Avenue, 88.50 feet wide as shown on said Map.

6
7 Containing 181,988 square feet.

8
9 See Exhibit 'A2' attached hereto and made a part hereof.

10
11 The distances described herein are grid distances and are based on California Coordinate
12 System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing
13 grid distances by the mean combination factor of the courses being described. The mean
14 combination factor for this conversion is 0.99997476.

15
16 Prepared under the direction of:

17
18
19 Jeremy L. Evans
20 Jeremy L. Evans, PLS 5282

5.12.2017
Date



EXHIBIT A2

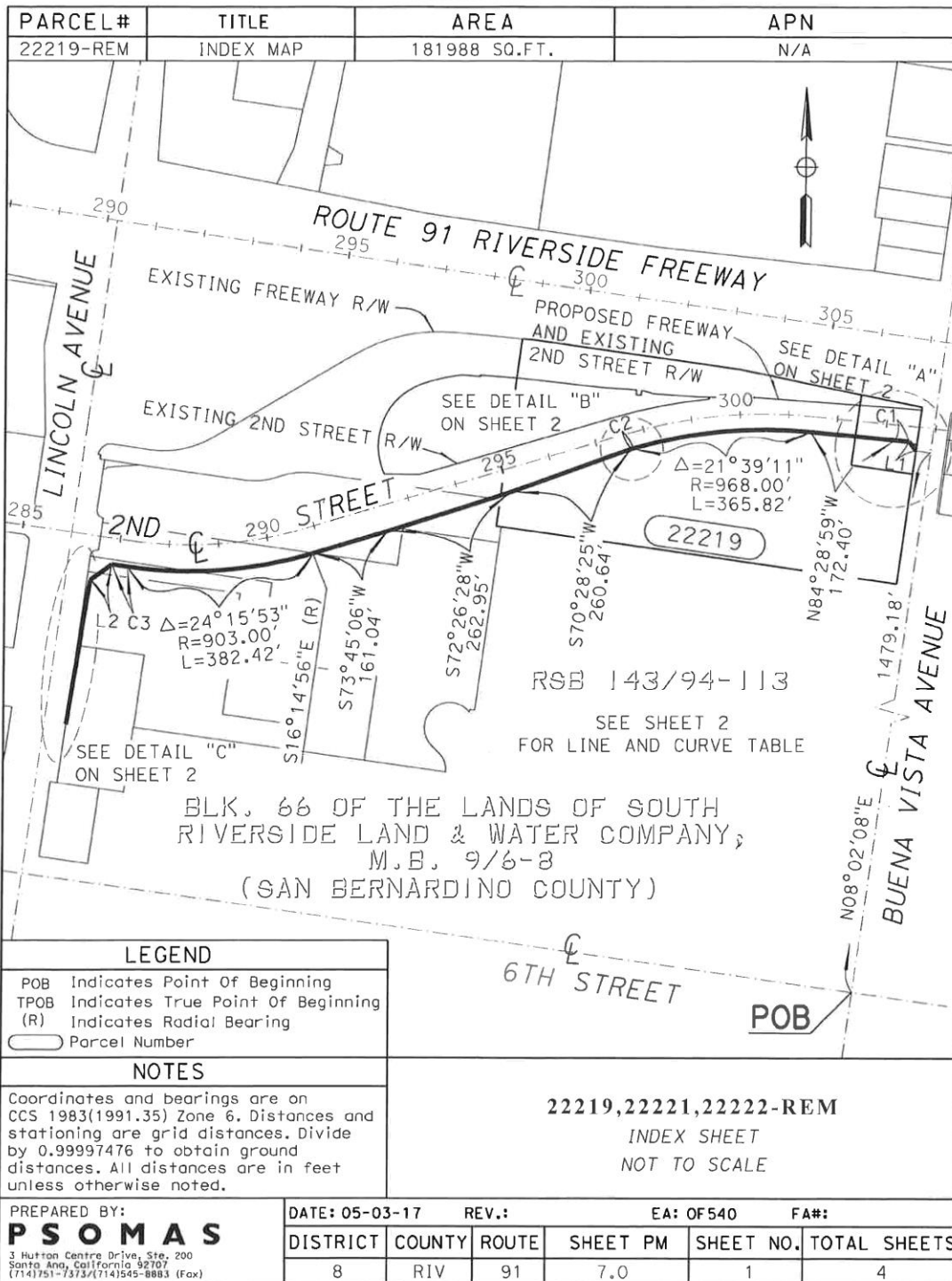


EXHIBIT A2

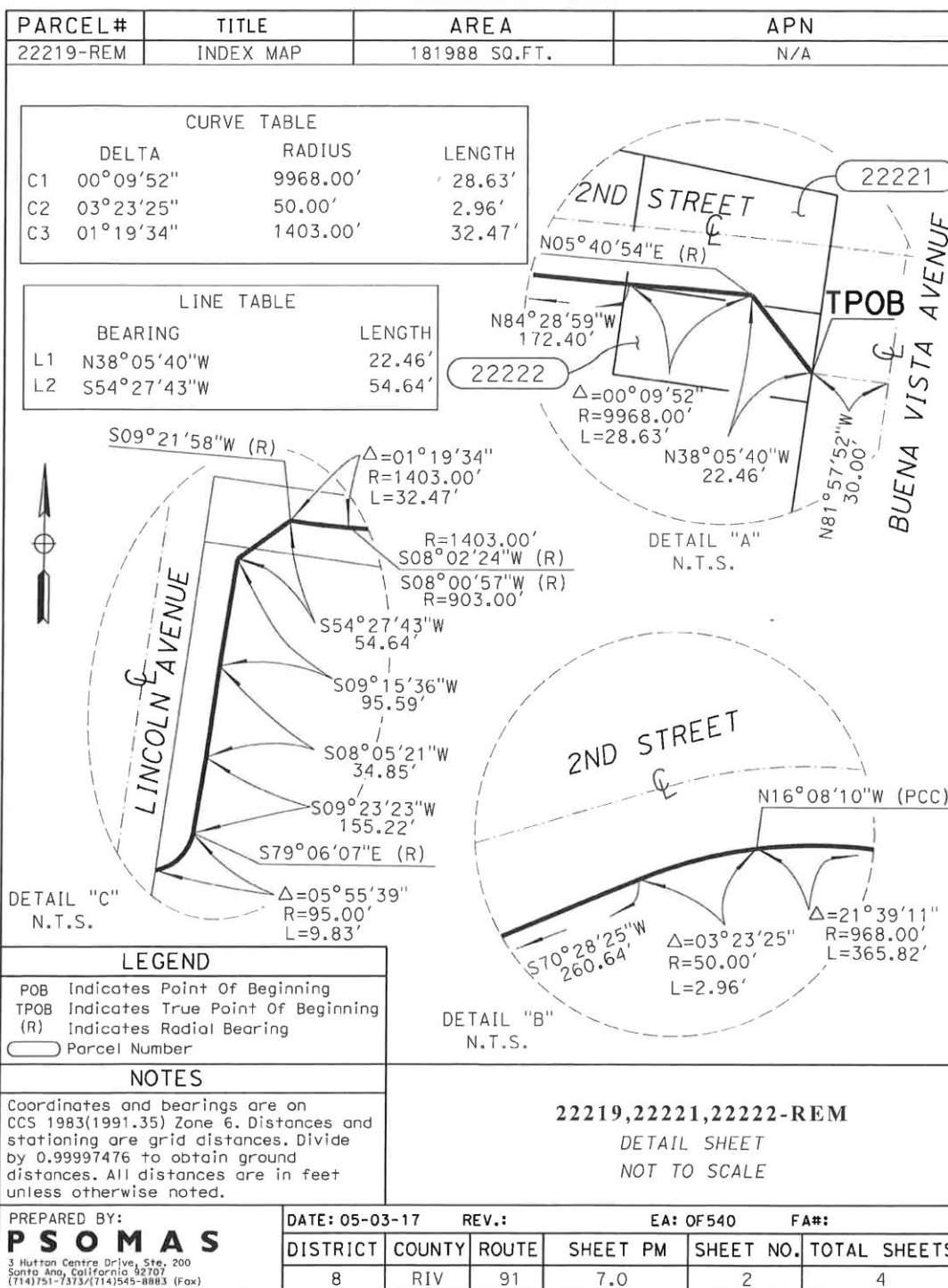


EXHIBIT A2



Portions of APNs 118-270-002, 118-270-003 & 118-302-014

EXHIBIT 2 TO GRANT DEED

Legal Description of Sewer Easement Area

[ATTACHED]

PSOMAS

EXHIBIT 'A1'

LEGAL DESCRIPTION

Caltrans Parcel No. 22222-1

Sewer Easement

In the City of Corona, County of Riverside, State of California, being portions of the lands described in the Grant Deeds recorded July 23, 2013 as Document No. 2013-0354239 and August 29, 2013 as Document No. 2013-0426213, all of Official Records of said County, described as follows:

Beginning at centerline intersection of Buena Vista Avenue, and 6th Street, as shown on a map filed in Book 143, Pages 94 through 113 of Records of Survey, records of said County; thence along said centerline of Buena Vista Avenue North 08°02'08" East 1479.18 feet; thence North 81°57'52" West 30.00 feet to the westerly line of said Buena Vista Avenue; thence North 38°05'40" West 3.60 feet to the **True Point of Beginning**; thence North 82°16'09" West 100.98 feet; thence North 52°16'09" West 18.38 feet; thence South 84°28'59" East 74.81 feet to a curve concave southerly having a radius of 9968.00 feet; thence easterly 28.63 feet along said curve through a central angle of 00°09'52"; thence South 38°05'40" East 18.86 feet to the **True Point of Beginning**.

Containing 1172 square feet.

See Exhibit 'A2' attached hereto and made a part hereof.

The distances described herein are grid distances and are based on California Coordinate System of 1983, Zone 6, 2007.00 epoch. Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 0.99997476.

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5/12/2017

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PSOMAS

1 Prepared under the direction of:

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Jeremy L. Evans

Jeremy L. Evans, PLS 5282

5.16.2017

Date



EXHIBIT A2

