

CITY OF LOMA LINDA

CITY COUNCIL AS SUCCESSOR AGENCY
TO THE LOMA LINDA REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING OF JANUARY 23, 2018

A regular meeting of the City Council of the City of Loma Linda as successor agency to the Loma Linda Redevelopment Agency is scheduled to be held Tuesday, January 23, 2018 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

In acting in the limited capacity of Successor Agency as provided in California Health and Safety Code §§ 34173 and 34176, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability with regards to the responsibilities of the former Loma Linda Redevelopment Agency under AB 1X26. Nothing herein shall be construed as an action, commitment, obligation, or debt of the City itself, or a commitment of any resources, funds, or assets of the City to fund the City's limited capacity as the Successor Agency to the Loma Linda Redevelopment Agency. Obligations of the Successor Agency shall be funded solely by those funds or resources provided for that purpose pursuant to AB 1X26 and related statutes.

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The Loma Linda Branch Library is also provided an agenda packet for your convenience. The agenda and reports are also located on the City's Website at www.lomalinda-ca.gov.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at www.lomalinda-ca.gov subject to staff's ability to post the documents before the meeting.

Persons wishing to speak on an agenda item, including any closed session items, are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The City Council meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

Agenda item requests for the FEBRUARY 13, 2018 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, JANUARY 29, 2018

A. **Call To Order**

B. **Roll Call**

C. **Items To Be Added Or Deleted**

D. **Oral Reports/Public Participation - Non-Agenda Items (Limited to 30 minutes; 3 minutes allotted for each speaker)**

E. **Conflict of Interest** Disclosure - Note agenda item that may require member abstentions due to possible conflicts of interest

F. **Scheduled and Related Items**

G. **Consent Calendar**

1. Demands Register
2. Minutes of January 9, 2018

H. **Old Business**

I. **New Business**

3. Recognized Obligation Payment Schedule and Administrative Budget for the period of July 1, 2018 through June 30, 2019 [**Finance**]
 - a. Council Bill #R-2018-03 - Approving the Administrative Budget
 - b. Council Bill #R-2018-04 - Adopting the Recognized Obligation Payment Schedule (ROPS) 2018-2019
4. Council Bill #R-2018-08 – Approving A Purchase and Sale Agreement and Joint Escrow Instructions between the Successor Agency to the Loma Linda Redevelopment Agency and JADE Real Estate Holdings, subject property APN #s 0281-162-33 and 0281-162-34

J. **Adjournment**



City of Loma Linda Official Report

Rhodes Rigsby, Chairman
Phill Dupper, Vice-Chairman
Ovidiu Popescu, Member
Ronald Dailey, Member
John Lenart, Member

SUCCESSOR AGENCY AGENDA: January 23, 2018
TO: Board Members
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

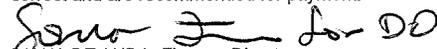
It is recommended that the Successor Agency Board approve the attached list of demands for payment.

Bank code : bofasa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1271	1/23/2018	004631 DHA CONSULTING, LLC	17-1206	P-0000014374	Consultants services ROPS and other	1,361.25
Total :						1,361.25
1272	1/23/2018	000266 ROBBINS & HOLDAWAY, A PROFESSIONAL CC 34547			PROFESSIONAL/LEGAL SERVICES	83.13
Total :						83.13
2 Vouchers for bank code : bofasa						Bank total : 1,444.38
2 Vouchers in this report						Total vouchers : 1,444.38

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos.
1271 through 1272 for a total
disbursement of \$ 1,444.38, and to the best of
my knowledge, based on the information provided, they are
correct and are recommended for payment.


DIANA DE ANDA, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on
01-23-2018 and the City Treasurer is hereby directed
to pay except as noted.

Rhodes Rigsby, Mayor



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phill Dupper, Mayor pro tempore
Ovidiu Popescu, Councilman
Ronald Dailey, Councilman
John Lenart, Councilman

SUCCESSOR AGENCY AGENDA: January 23, 2018
TO: Board Members
SUBJECT: Minutes of January 9, 2018

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of January 9, 2018.

City of Loma Linda
City Council as Successor Agency
To the Loma Linda Redevelopment Agency
Minutes
Regular Meeting of January 9, 2018

A special meeting of the City Council as Successor Agency to the Loma Linda Redevelopment Agency was called to order by Mayor Rigsby at 8:08 p.m., Tuesday, January 9, 2018, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Phill Dupper Ovidiu Popescu Ron Dailey John Lenart
Councilmen Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard Holdaway

SA-2018-01 - Consent Calendar

Motion by Lenart, seconded by Dupper and unanimously carried to approve the following items:

The demands registers dated:

- December 26, 2017 with commercial demands totaling \$2,154.21;
- December 29, 2017 with commercial demands totaling \$1,825.00
- January 9, 2018 with commercial demands totaling \$4,000,00.00.

The Minutes of December 12, 2017 as presented.

The meeting adjourned at 8:09 p.m.

Approved at the meeting of _____.

City Clerk



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phill Dupper, Mayor pro tempore
Ovidiu Popescu, Councilman
Ronald Dailey, Councilman
John Lenart, Councilman

SUCCESSOR AGENCY AGENDA: January 23, 2018

TO: City Council

FROM: T. Jarb Thaipejr, City Manager

SUBJECT: Council Bills #R-2018-03 - Approval of the Successor Agency
Administrative Budget for the period of July 1, 2018 through June
30, 2019

Council Bill #R-2018-04 – Approving the Recognized Obligation
Payment Schedule (ROPS) for the period of July 1, 2018 through
June 30, 2019

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION:

It is recommended that the City Council, as the Successor Agency to the Redevelopment Agency, adopt City Council Bill #R-2018-03 approving the Successor Agency's administrative budget and City Council Bill #R-2018-04 approving the ROPS for the period of July 1, 2018 through June 30, 2019.

BACKGROUND AND OVERVIEW:

Assembly Bill x1 26 (Redevelopment Dissolution Statutes) requires each successor agency to prepare a ROPS using a form provided by Department of Finance ("DOF"), which sets forth the minimum payment amounts and due dates for all enforceable obligations of the former redevelopment agency for each six-month fiscal period. The ROPS also includes authorization for the administrative obligations necessary for the continued administration of the successor agency to wind down the former redevelopment agency.

The first major change to AB x1 26 was AB 1484, the redevelopment dissolution/unwind trailer bill passed by the Legislature and signed by the Governor on June 29, 2012. AB 1484 made certain technical and substantive amendments to AB x1 26 including actions related to the ROPS. Under AB 1484, this ROPS must be approved by the Oversight Board and submitted to DOF by October 1st. Failure to do so will result in a \$10,000 per day penalty assessed against the City of Loma Linda.

The second major change to the Redevelopment Dissolution Statutes occurred in 2015 by SB 107. SB 107 was adopted in September 2015 and became effective immediately as a budget trailer provision. It changed ROPS deadlines and requirements and delayed the consolidation of oversight boards. Starting with 2016-17, the ROPS is changed to an annual ROPS and includes

two six month fiscal periods: “A” covers the period of July 1st to December 31st and “B” covers the following January 1st through June 30th. In San Bernardino County, the current 26 oversight boards are to be consolidated into a single oversight board for the entire County starting in July, 2018.

Status on ROPS 2017-18

ROPS 2017-18 was approved by the Oversight Board and submitted to DOF prior to the February 1st deadline. DOF again approved expenditures related to the City loan based on the litigation settlement agreement. They again denied administrative costs reimbursements for the Housing Successor. DOF continued to deny this cost even after conducting a Meet and Confer conference with the Successor Agency

Administrative Budget

The administrative budget includes two 6 month periods to coincide with the ROPS. Both amounts proposed by the Successor Agency are equal to the minimum as provided in state law. The budget line item amounts are based, in part, on prior expenditures as adjusted by amounts estimated to be needed in the current year.

Summary ROPS 2018-19

The entries included in the current ROPS have gotten very straightforward: payments for the 2016A and 2016B Bond debt service; repayment of the City loan; costs related to supporting the bonds, such as trustee fees; and costs associated with maintaining the properties the Agency still owns.

As a reminder, there are two ROPS entries for each of series of bonds, payments for which are due in semiannually in February and August. One is to account for the payment that will become due in the upcoming period and one which is required as a reserve for ½ of the principal payment due in the subsequent ROPS period. This reserve is required by the Bond Indenture and is designed to even out the semi-annual debt service funding requirement.

As you may recollect two line items on previous ROPS (the repayment of City loan and the annual reimbursement to the City for a portion of the 2002 Lease Revenue Bonds) were under litigation but were resolved in 2015 by entering into a Settlement Agreement with the State. Under the Settlement Agreement, the Agency could use all of the RPTTF not needed for other expenses to repay the amount due on the City loan that was in arrears (Past Due Amount). The entries for ROPS 2018-19 continue to reflect the terms of the Settlement Agreement, but because the Past Due Amount will be fully retired in 2017-18B, the enclosed ROPS only reflects the approved semi-annual repayment amount of \$819,574 in both the A and B cycle.

FINDINGS AND ALTERNATIVES:

The alternatives available to the City and the Successor Agency, respectively, are to adopt the resolution approving the budget and adopt the resolution approving ROPS 2018-19; or provide staff with alternative direction.

Attachments:

1. Proposed Resolution No. R-2018-03
Exhibit A, Administrative Budget
2. Proposed Resolution No. R-2018-04
Exhibit A, 2018-19 ROPS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA ACTING AS SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019

WHEREAS, the Loma Linda Redevelopment Agency (“Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”), and previously authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Loma Linda (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws cause the dissolution and wind down of all redevelopment agencies (“Dissolution Act”); and

WHEREAS, on December 29, 2011, in the petition *California Redevelopment Association v. Matosantos*, Case No. S194861, the California Supreme Court upheld the Dissolution Act and thereby all redevelopment agencies in California were dissolved as of and on February 1, 2012 under the dates in the Dissolution Act that were reformed and extended thereby (“Supreme Court Decision”); and

WHEREAS, the Agency is now a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council at an open public meeting the City determined to become and serve as the “successor agency” to the dissolved Agency under the Dissolution Act’ and

WHEREAS, as of and on and after February 1, 2012, the City serves as the “Successor Agency” and will perform its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

WHEREAS, Health and Safety Code Section 34177(j) provides that the Successor Agency may prepare a proposed administrative budget (“Successor Agency Administrative Budget”) and submit it to the Oversight Board for the Oversight Board’s approval; and

WHEREAS, by this Resolution, the City Council, serving as and on behalf of the Successor Agency, approves the Administrative Budget attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL SERVING AS THE SUCCESSOR AGENCY:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part hereof.

Section 2. The Administrative Budget for July 1, 2018 through June 30, 2019 is hereby approved, together with such augmentation, modification, additions or revisions as the City Manager and/or the Finance Director or their authorized designees may make thereto from time to time.

Section 3. This Resolution shall be effective immediately upon adoption.

Section 4. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of January 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

**CITY OF LOMA LINDA SERVING AS
SUCCESSOR AGENCY**

Rhodes Rigsby, Mayor

ATTEST:

Barbara Nicholson, City Clerk on behalf of Successor Agency

Exhibit A
Loma Linda Successor Agency
Administrative Budget for 2018-19
7/1/2018 to 6/30/2019

Description	Annual Budget	2018-19A	2018-19B
Full Time Employees / Portion Finance	219,000	109,500	109,500
Contractual Services / Consultants	15,000	7,500	7,500
Agency Counsel / City Attorney	10,000	5,000	5,000
Contractual Services / Operations	-	-	-
Office Operating	1,000	500	500
Utilities	-	-	-
Property Management	-	-	-
Other Direct Costs (Allowances)	-	-	-
Auditing Services	5,000	2,500	2,500
TOTAL	250,000	125,000	125,000

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA ACTING AS SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

WHEREAS, the Loma Linda Redevelopment Agency (“Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”), and previously authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Loma Linda (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws cause the dissolution and wind down of all redevelopment agencies (“Dissolution Act”); and

WHEREAS, on December 29, 2011, in the petition *California Redevelopment Association v. Matosantos*, Case No. S194861, the California Supreme Court upheld the Dissolution Act and thereby all redevelopment agencies in California were dissolved as of and on February 1, 2012 under the dates in the Dissolution Act that were reformed and extended thereby (“Supreme Court Decision”); and

WHEREAS, the Agency is now a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by a resolution considered and approved by the City Council at an open public meeting the City determined to become and serve as the “successor agency” to the dissolved Agency under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves as the “Successor Agency” and will perform its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency’s affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder; and

WHEREAS, pursuant Part 1.85 of the Dissolution Act, Section 34171(g), a “Recognized Obligation Payment Schedule” means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period until June 30, 2016, as provided in subdivision (m) of Section 34177; and

WHEREAS, on and after July 1, 2016, Section 34171(g) provides that “Recognized Obligation Payment Schedule” means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year, as provided in subdivision (o) of Section 34177; and

WHEREAS, the Oversight Board for the Successor Agency to the Loma Linda Redevelopment Agency (“Oversight Board” as applicable) has previously met, has duly considered and approved the recognized obligation payment schedule for the period from July 1, 2018 to June 30, 2019 (“ROPS 2018-19”) in the substantive form as attached hereto as Exhibit A.

WHEREAS, by this Resolution, the City Council, serving as and on behalf of the Successor Agency, approves the ROPS 2018-19 attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL SERVING AS THE SUCCESSOR AGENCY:

Section 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part hereof.

Section 2. The ROPS 2018-19 is approved together with such augmentation, modification, additions or revisions as the City Manager and/or the Finance Director or their authorized designees may make thereto from time to time.

Section 3. The City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS 2018-19 to be transmitted to the County Auditor-Controller, the State Controller's Office, and the Department of Finance; further, the City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS 2018-19 to be posted on the City's website.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk on behalf of the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 23rd day of January 2018 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

**CITY OF LOMA LINDA SERVING AS
SUCCESSOR AGENCY**

Rhodes Rigsby, Mayor

(SEAL)

ATTEST:

Barbara Nicholson, City Clerk on behalf of Successor Agency

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary

Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency:

Loma Linda

County:

San Bernardino

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 1,150,396	\$ -	\$ 1,150,396
B Bond Proceeds	-	-	-
C Reserve Balance	1,077,500	-	1,077,500
D Other Funds	72,896	-	72,896
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 2,421,772	\$ 2,501,506	\$ 4,923,278
F RPTTF	2,369,668	2,376,506	4,746,174
G Administrative RPTTF	52,104	125,000	177,104
H Current Period Enforceable Obligations (A+E):	\$ 3,572,168	\$ 2,501,506	\$ 6,073,674

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Loma Linda Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#)

A	B	C	D	E	F	G	H	I	
		Fund Sources							
		Bond Proceeds		Reserve Balance		Other	RPTTF		
	Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments	
1	Beginning Available Cash Balance (Actual 07/01/15)	5,511,025				23,094	83,846	Column G is the balance as corrected. See Worksheet B for July 1, 2015	
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during January 2016 and June 2016.	19,105				1,758	4,873,661	Column G equals interest earnings on non-bond proceeds. Column H is from amt reported by County to DOF	
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)					23,094	4,886,369	Column G equals expenditures in the "Other Funding" column as included in ROPS 2015-16A and B	
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	890,003							
5	ROPS 15-16 RPTTF Balances Remaining	No entry required							
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 4,640,127	\$ -	\$ -	\$ -	\$ 1,758	\$ 71,138	Column C Bond Proceeds not retained for the required bond reserve fund was approved by DOF for transfer to the Ctiy in the 2016-17A period.	



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phillip Dupper, Mayor pro tempore
Ronald Dailey, Councilman
John Lenart, Councilman
Ovidiu Popescu, Councilman

SUCCESSOR AGENCY AGENDA: January 23, 2018

Approved/Continued/Denied
By City Council
Date _____

TO: City Council

FROM: T. Jarb Thaipejr, City Manager

VIA Konrad Bolowich, Assistant City Manger

SUBJECT: Council Bill #R-2018-08 - Sale of real property located at the Northwest corner of Redlands Blvd. and Richardson St. APN 0281-162-33 and 0281-162-34.

RECOMMENDATION

It is recommended that the City Council adopt Resolution #R-2017-35 and approve the sale of the property located at the Northwest corner of Redlands Blvd. and Richardson St. APN 0281-162-33 and 0281-162-34 (the "Property") and authorize and direct the Executive Director of the Successor Agency to execute an agreement substantially in the form of the draft entitled "Purchase and Sale Agreement and Joint Escrow Instructions" (the "Agreement") as submitted herewith.

BACKGROUND

The above referenced property was previously owned by the former Loma Linda Redevelopment Agency ("Former Agency") and, in connection with the dissolution of redevelopment agencies in California, became the property of the Successor Agency. As required by dissolution law, and consistent with the long rang property management plan ("LRPMP") as previously approved by the Successor Agency, the Oversight Board, and the California Department of Finance ("DOF"), the Property is to be disposed of by the Successor Agency. Successor Agency staff has sought to obtain offers for the purchase of the Property. Recently, Successor Agency staff received two offers from private parties to Purchase the Property. The basic parameters of the offers received are as follows:

- Offer #1 The offer is for a sales price of \$550,000.00 from a local restaurateur who has expressed the intention of developing on the Property a specialty restaurant (Asian vegetarian), a gourmet market, and multiple express food cafes.
- Offer #2 The offer is for a sales price of \$985,000.00 from a local real estate broker and developer with the expressed intention of developing the property as an auto parts retailer (affiliated with a national chain) and a gas station.

Each of the two amounts offered exceeds the amount attributed as an estimated value for the Property in the LRPMP. Successor Agency staff obtained an appraisal from an independent real estate appraiser which determined a value for the Property of \$985,000.00.

On September 12, 2017, the Oversight Board and Successor Agency approved the sale of the property for the second offer. The purchaser's original tenant was unable to complete their due diligence and close the sale within the proscribed time frame. The purchaser is requesting a new agreement with an extended time frame to complete their transaction.

ANALYSIS

There have been no additional offers from other parties. The purchaser is agreeing to the original sale price.

Successor Agency staff has caused to be prepared the draft Agreement which would, upon approval by the governing board of the Successor Agency and the Oversight Board. The Agreement, in the form proposed, includes an allowance of time for a possible response to the proposed sale by DOF.

ENVIRONMENTAL

This is a sale of real property and is exempt from CEQA. Environment issues raised through the development process will be addressed through that mechanism.

FINANCIAL IMPACT

Approximately \$985,000.00, less certain costs of sale allocated to the Successor Agency as seller, to be distributed per the dissolution requirements to the taxing agencies.

An increase in property tax reflective of the improvements to Property as well as the change from the Property being off the rolls (as publicly owned property) and property that will be assessed based, initially, upon the sales price and, should improvements thereafter be made, on the improvements, as well. While the Agreement does not require that any construction be undertaken on the Property, each of the offerors has indicated an intention to proceed, at some unspecified time, with some level of development.

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

SELLER: Successor Agency to the Loma Linda Redevelopment Agency

BUYER: JADE Real Estate Holdings, a California limited liability
company

DATED: January 23, 2018

(Northwest corner of Redlands Blvd. and Richardson Street)

BASIC TERMS

Buyer: JADE Real Estate Holdings, a California limited liability company

Buyer's Address: JADE Real Estate Holdings, a California limited liability company

Attention:

Tel.

Fax:

City: The City of Loma Linda

Closing Date (or Closing) Estimated to occur by ninety (90) calendar days after the Effective Date, but not later than the Outside Date

Disposition Deed: A grant deed substantially in the form of Exhibit B hereto

Effective Date: January 23, 2018

Escrow Holder: Ticor Title Company of California
1500 Quail Street, 3d Floor
Newport Beach, California 92660
Attention: Arwen Estelle
Telephone No.: (714) 289-3337
Fax No.: (714) 289-3355; efax: (949) 809-06122010
(or another escrow holder mutually acceptable to Buyer and Seller)

Outside Date: Two hundred seventy (270) calendar days after the Effective Date

Purchase Price: Nine Hundred Eighty Five Thousand Dollars (\$985,000.00)

Real Property: That property described in Exhibit A hereto; the subject property is sometimes referred to as APN 0281-162-33 and 0281-162-34

Seller: Successor Agency to the Loma Linda Redevelopment Agency

Seller's Address: 25541 Barton Road
Loma Linda, California 92354
Attention: Konrad Bolowich
Tel. (909) 625-9412
Email: kbolowich@lomalinda-ca.gov

Soil and Title Contingency Date: Ninety (90) calendar days after the Effective Date

Title Company: Ticor Title Company of California
1500 Quail Street, 3rd Floor
Newport Beach, California 92660
Attention: David Noble
Telephone No.: (949) 910-2127
Fax No.: (949) 809-06761300
(or another title insurer mutually acceptable to Buyer and Seller)

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of January 23, 2018 (the “Effective Date”) by and between Seller and Buyer. This Agreement must be signed by Buyer by not later than January 23, 2018.

RECITALS

A. Seller is the fee owner of that real property which is legally described on Exhibit A attached hereto and made a part hereof (the “Real Property”). The Real Property is unimproved.

B. Buyer is familiar with the Real Property and has determined on a preliminary basis that the Real Property is suitable for use by Buyer.

C. Buyer has offered to purchase from Seller the Real Property described herein for the price and subject to the terms set forth below. Seller has considered the offer by Buyer and, subject to the terms and conditions of this Agreement, agrees to sell to Buyer the Real Property, as more specifically described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell the Real Property to Buyer, and Buyer hereby agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement. The term Real Property is defined as the fee interest in the Real Property to be conveyed by a grant deed in the form of the Disposition Deed.

2. Payment of Consideration. As consideration for the sale of the Real Property from Seller to Buyer, Buyer shall, at the Closing (as defined below), pay to Seller the Purchase Price for the Real Property. Upon payment of the Purchase Price to Seller, the disposition of such moneys by Seller is a matter with which Buyer is not concerned.

3. Escrow and Independent Consideration.

(a) Opening of Escrow. For the purposes of this Agreement, the escrow (“Escrow”) shall be deemed opened (“Opening of Escrow”) on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the

generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.

(b) Independent Consideration. Within three (3) days after the Effective Date, Buyer shall deliver to Seller Five Hundred and No/100 Dollars (\$500.00) as non-refundable independent consideration (the “Independent Consideration”). The Independent Consideration has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement under the circumstances provided for herein. Notwithstanding anything to the contrary contained in this Agreement, the Independent Consideration shall be non-refundable in all events, except for: (i) Seller’s default hereunder, (ii) the failure of the Oversight Board to approve the sale of the Real Property as provided under this Agreement, and (iii) actions by the California Department of Finance which prevent the disposition of the Real Property to Buyer as provided under this Agreement. If the Closing occurs, Seller shall inform the Escrow Holder that the Independent Consideration has been received by Seller from Buyer and a credit shall be applied to the Purchase Price based upon payment of the Independent Consideration so received by Seller.

(c) Closing. For purposes of this Agreement, the “Closing” or “Closing Date” shall be the date the Disposition Deed is recorded pursuant to applicable law in the county in which the Real Property is located. Unless changed in writing by Buyer and Seller, the Closing shall occur on the Closing Date, or as soon thereafter as the conditions precedent to closing are satisfied pursuant to Sections 6 and 7 of this Agreement. The parties acknowledge that, if conditions precedent have been satisfied pursuant to Sections 6 and 7 of this Agreement prior to the Outside Date, the parties may proceed to a Closing that occurs prior to the Outside Date. If the Closing has not, for any reason, occurred by the Outside Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the outside Closing Date; provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party. Notwithstanding the foregoing portion of this Section 3, if the Closing occurs prior to delivery of a termination notice by either party, then neither party shall have the right to terminate this Agreement pursuant to this Section 3(c).

4. Seller’s Delivery of Real Property and Formation Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following items (collectively, the Property Documents”):

(a) Such proof of Sellers’ authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company consistent with the terms of this Agreement, including without limitation approval of the Oversight Board of the sale of the Real Property by Seller to Buyer

(b) Copies of all plans, consulting reports, permits, surveys and inspections for improvements done by the City with respect to the Real Property that constitute public records; provided that any such information as so provided shall be provided without warranty and without any representations (including without limitation regarding accuracy, completeness or suitability).

In addition, Seller shall cause Escrow Holder to obtain and deliver to Buyer a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the “Natural

Hazard Report”) on or before the date which is five (5) days prior to the Soil and Title Contingency Date.

5. Buyer’s Right of Entry. From and after the Opening of Escrow through the earlier to occur of the termination of this Agreement or the Closing Date, or as otherwise agreed in writing by Seller prior to the time entry is effected, Buyer and Buyer’s employees, agents, consultants and contractors shall have the right to enter upon the Real Property during normal business hours, provided reasonable prior notice has been given to Seller.

(a) Investigation of the Real Property. In addition to the foregoing, the Buyer shall have the right, at its sole cost and expense, prior to the Closing Date, to engage its own environmental consultant (the “Environmental Consultant”) to make such investigations as Buyer deems necessary or appropriate, including any “Phase 1” or “Phase 2” investigations of the Real Property. If, based upon such evaluation, inspections, tests or investigation, Buyer determines that it, in its discretion, does not wish to proceed with purchase of the Real Property based upon the condition of the Real Property, Buyer may cancel this Agreement by giving written notice of termination to Seller on or before the Closing Date which specifically references this Section 5. If Buyer does not cancel this Agreement by the time allowed under this Section 5, Buyer shall be deemed to have approved the evaluation, inspections and tests as provided herein and to have elected to proceed with this transaction on the terms and conditions of this Agreement. Seller shall be provided a copy of all reports and test results provided by Buyer’s Environmental Consultant promptly after receipt by the Buyer of any such reports and test results without any representation or warranty as to their accuracy or completeness.

Buyer shall bear all costs, if any, associated with restoring the Real Property to substantially the same condition prior to its testing by or on behalf of Buyer if requested to so do by Seller but excluding any latent defects or Hazardous Materials (as defined below) discovered by Buyer during its investigation of the Real Property. Buyer agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Real Property free and harmless from and against all costs, claims, losses, liabilities, damages, judgments, actions, demands, attorneys’ fees or mechanic’s liens arising out of or resulting from any entry or activities on the Real Property by Buyer, Buyer’s agents, contractors or subcontractors and the contractors and subcontractors of such agents, but in no event shall the indemnity of this Section include the discovery of pre-existing conditions by Buyer or any such liabilities, costs, etc. arising from the negligence or willful misconduct of Seller and/or its consultants. The indemnity obligations of Buyer set forth in this Section 5(a) shall survive any termination of this Agreement or the Close of Escrow.

“Hazardous Materials” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of

Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 et seq.

(b) No Warranties as To the Real Property. The physical condition and possession of the Real Property, is and shall be delivered from Seller to Buyer in an “as is” condition, with no warranty expressed or implied by Seller, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Real Property for development purposes. In addition, Seller makes no representations, warranties or assurances concerning the Real Property, its suitability for any particular use or with regard to the approval process for entitlements as to the Real Property.

(c) Buyer Precautions after Closing. Upon and after the Closing, Buyer shall take all reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Real Property. Such precautions shall include compliance with all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, City, or any other political subdivision in which the Real Property is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Real Property (“Governmental Requirements”) with respect to Hazardous Materials.

6. Buyer’s Conditions Precedent and Termination Right.

(a) Conditions Precedent. The Closing and Buyer’s obligation to consummate the purchase of the Real Property under this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, “Buyer’s Contingencies”), which are for Buyer’s benefit only.

(i) Title Review. Within ten (10) calendar days after the Opening of Escrow, but in no event later than the sixtieth (60th) day after the Effective Date, Seller shall cause the Title Company to deliver to Buyer a preliminary title report (the “Report”) describing the title to the Real Property, together with copies of the plotted easements and the exceptions (the “Exceptions”) set forth in the Report; provided that the cost of the Report shall be borne by Seller. Seller acknowledges that the Buyer’s Title Policy shall include an endorsement against the effect of any mechanics’ liens; Seller will provide such indemnity or other assurances as necessary to induce the Title Company to provide such endorsement. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer’s sole discretion, any matters of title disclosed by the following (collectively, the “Title Documents”): (i) the Report; (ii) the Exceptions; (iii) the legal description of the Real Property; and (iv) any survey Buyer desires to obtain at Buyer’s sole cost and expense. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages, delinquent taxes and other monetary liens (but not the lien for any real property taxes or assessments not yet delinquent).

(ii) *Buyer's Title Policy.* On or before the Closing, the Title Company shall, upon payment (by Buyer) of the Title Company's premium, have agreed to issue to Buyer, a standard ALTA owner's policy of title insurance ("Buyer's Title Policy") in the amount of the Purchase Price showing fee title to the Real Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer's Title Policy; (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) matters affecting the Real Property created by or with the written consent of Buyer; and (iv) those matters specifically approved in writing by Buyer. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a standard ALTA policy (such as an owner's extended coverage ALTA policy); provided, however, that Buyer's ability to obtain such extended coverage shall not be a Buyer's Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

In the event Buyer enters into a loan agreement to generate moneys to purchase the Real Property from Seller under this Agreement, Buyer and not Seller shall be responsible for the title insurance, closing costs and any other costs, fees or expenses in relation to Buyer obtaining such loaned moneys. The sale shall be all cash to Seller.

(iii) *Physical and Legal Inspections and Studies.* On or before Soil and Title the Contingency Date, Buyer shall have approved in writing, in Buyer's sole and absolute discretion, the results of any physical and legal inspections, investigations, tests and studies Buyer elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes and other governmental regulations; engineering tests; soils, seismic and geologic reports; environmental audits, inspections and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations as Buyer may elect to make or obtain.

(iv) *Natural Hazard Report.* Seller shall cause the Escrow Holder to provide to Buyer prior to the Soil and Title Contingency Date the Natural Hazard Report described at Section 4 of this Agreement; provided that Buyer shall bear the cost to prepare such Natural Hazard Report.

(v) *Property and Formation Documents.* On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's reasonable discretion, the terms, conditions and status of all of the Property Documents.

(vi) *Delivery of Documents.* Seller's delivery of all documents described in Section 8, below.

(vii) *Representations and Warranties.* All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.

(viii) *Title Company Confirmation.* The Title Company shall have confirmed that it is prepared to issue the Buyer's Title Policy consistent with the provisions of this Agreement.

(ix) *No Default.* As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(b) Termination Right. Should any of Buyer's Contingencies not be met by the Outside Date, or if the Independent Consideration has not been delivered by Buyer to Seller by the time set forth therefor in Section 3(b), and Seller so informs Buyer, Buyer may, by written notice to Seller, terminate this Agreement. If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer, unless Seller is in default hereunder, in which case Seller shall pay all such fees. If Buyer has not terminated this Agreement in writing ("Termination Notice") on or before 5:00 p.m. on the Monday preceding the scheduled Closing ("Termination Notice Deadline"), then all such Buyer's Contingencies shall be deemed to have been satisfied and this Agreement shall continue pursuant to its terms.

(c) Seller's Cure Right. Buyer shall notify Seller, in Buyer's Termination Notice, of Buyer's disapproval or conditional approval of any Title Documents. Seller shall then have the right, but not the obligation, to (i) remove from title any disapproved or conditionally approved Exception(s) (or cure such other title matters that are the basis of Buyer's disapproval or conditional approval of the Title Documents) within five (5) business days after Seller's receipt of Buyer's Termination Notice, or (ii) provide assurances reasonably satisfactory to Buyer that such Exception(s) will be removed (or other matters cured) on or before the Closing. With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove such Exception at or before the Closing. Seller's failure to remove such Exception after committing to do so shall be a default hereunder. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception or providing an endorsement (at Seller's expense) reasonably satisfactory to Buyer concerning such Exception. If Seller cannot or does not remove or agree to remove any of the disapproved Exception(s) (or cure other matters) within such five (5) business day period, Buyer shall have three (3) business days after the expiration of such five (5) business day period to give Seller written notice that Buyer elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it being understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s).

7. Seller's Conditions Precedent and Termination Right. The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following condition precedent ("Seller's Contingencies"), which are for Seller's benefit only:

(a) Completion of Title Review. Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has completed its review of title and that the condition of title satisfactory.

(b) Confirmation Concerning Site. Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has reviewed the condition of the Real Property, including without limitation concerning Hazardous Materials, zoning and suitability, and approves the condition of the Real Property.

(c) Confirmation Regarding Buyer's Title Policy. Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has approved a pro forma title policy.

(d) Delivery of Documents. Buyer's delivery of all documents described in Section 9(a), below.

Should any of Buyer's Contingencies not be met by the Outside Date and Buyer has so informed Seller, Seller may, by written notice to Buyer, terminate this Agreement. If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer.

8. Seller's Deliveries to Escrow Holder.

(a) Seller's Delivered Documents. At least one (1) business day prior to the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):

(i) *Deed.* The Disposition Deed.

(ii) *FIRPTA/Tax Exemption Forms.* The Transferor's Certification of Non-Foreign Status in the form attached hereto as Exhibit C (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

(iii) *Hazard Disclosure Report.* Unless earlier delivered to Buyer, Seller shall cause Escrow Holder to obtain and deliver to Buyer, at Seller's cost, a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") before the Closing.

(iv) *Possession of Real Property.* Possession of the Real Property free of any tenancies or occupancy.

(v) *Authority.* Such proof of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company which are consistent with the terms of this Agreement.

(vi) *Further Documents or Items.* Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

(b) Failure to Deliver. Should any of Seller's Delivered Items not be timely delivered to Escrow, Buyer may, by written notice to Seller, terminate this Agreement; provided, however, that Buyer may (but shall not be obligated to) in such notice provide Seller with five (5) business days to deliver all of Seller's Delivered Items. If Buyer's notice provides Seller such five (5) business days to deliver Seller's Delivered Items, and if Seller's Delivered Items are not delivered within such period, then this Agreement shall automatically terminate without further action or notice. In the event of any such termination, any cash deposited by Buyer shall immediately be returned to Buyer. Under no circumstances shall Buyer have any responsibility to or duty to pay

consultants or real estate brokers retained by Seller, Seller being solely responsible in connection with any such contractual arrangements of Seller.

9. Buyer's Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):

(a) Purchase Price. The Purchase Price, less the Independent Consideration theretofore paid to Seller, and such additional funds as are necessary to pay Buyer's closing costs set forth in Section 10(b) herein. In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or immediately after Closing.

(b) Change of Ownership Report. One (1) original Preliminary Change of Ownership Report.

(c) Final Escrow Instructions. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(d) Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or the Title Company.

(e) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

10. Costs and Expenses.

(a) Seller's Costs. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances; (ii) Seller's share of prorations; and (iii) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

(b) Buyer's Costs. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) the Escrow Holder's fee; (ii) Buyer's share of prorations, (iii) the premium for an owner's policy of title insurance which, at the election of Buyer, will be an ALTA owner's extended coverage policy of title insurance and the cost for any survey required in connection with the delivery of an ALTA owner's extended coverage policy of title insurance; (iv) documentary recording fees, if any; (v) documentary transfer tax, if any; (vi) costs, if any, for such services as Buyer may additionally request that Escrow perform on its

behalf; and (vii) any costs associated with Buyer borrowing money in order to pay to Seller the Purchase Price (collectively, "Buyer's Costs and Debited Amounts").

(c) Generally. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Buyer represents to Seller that Buyer and not Seller shall be solely responsible for payment in connection with services of any consultants, finders or real estate brokers engaged by Buyer in connection with the purchase of the Real Property from the Seller. Seller represents to Buyer that Seller has not engaged the services of any consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer.

11. Prorations; Withholding.

(a) All revenues (if any) and expenses relating to the Real Property (including, but not limited to, property taxes, utility costs and expenses, water charges and sewer rents and refuse collection charges) shall be prorated as of the Closing Date; provided that all delinquent taxes shall be satisfied at the expense of Seller. Not less than five (5) business days prior to the Closing, Seller shall deliver to Buyer a tentative schedule of prorations for Buyer's approval (the "Proration and Expense Schedule"). If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(b) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax Code") as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20th day of the month following the month title to the Real Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.

12. Closing Procedure. When the Title Company is unconditionally prepared (subject to payment of the premium therefor) to issue the Buyer's Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) Recording. Escrow Holder shall cause the Disposition Deed to be recorded pursuant to applicable law in the county in which the Real Property is located and obtain conformed copies thereof for distribution to Buyer and Seller.

(b) Disburse Funds. Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs and Debited Amounts, Seller's Costs and Debited Amounts and General Expenses, prorate matters and withhold funds as provided herein. The Purchase Price, less any applicable debits or credits (as provided herein) shall be distributed by check payable to Seller unless Escrow Holder is instructed otherwise in writing signed by Seller (and, in such event, in accordance with such instructions). Escrow Holder shall disburse to City from moneys disbursed to Escrow Holder by Buyer the Building Permit Amount concurrent with Closing to be paid to an account designated by City or Seller in writing to Escrow Holder Seller authorizes Escrow Holder to request demands for payment and to make such payments from the Purchase Price (or such other funds, if any, as are advanced by Seller) to defray the cost of removing deeds of trust, liens and other encumbrances (but not for the Building Permit Amount or any other obligations of Buyer).

(c) Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Disposition Deed, and documents, if any, recorded on behalf of any lender, as duly recorded among the official land records of the County of San Bernardino, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto.

(d) Documents to Buyer. Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), and a conformed copy of each of the Disposition Deed as duly recorded among the official land records of the County of San Bernardino, the Natural Hazard Report, and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8.

(e) Title Company. Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.

(f) Closing Statement. Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party.

(g) Informational Reports. Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

(h) Possession. Possession of the Real Property shall be delivered to Buyer at the Closing.

13. Representations and Warranties.

(a) Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement) and shall survive Closing; provided that each of the representations and warranties of Seller is based upon the information and belief of the City Manager of City:

(i) Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and, subject to the approval of the Oversight

Board and, as may be applicable, the California Department of Finance, to consummate the transaction contemplated.

(ii) Subject to the approval of the Oversight Board and, as may be applicable, the California Department of Finance, all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) Subject to the approval of the Oversight Board and, as may be applicable, the California Department of Finance, the individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affect the Real Property, including, but not limited to, any of the Title Documents or the Property Documents.

(v) There is no pending litigation nor, to the best of Seller's knowledge, threatened litigation, which does or will adversely affect the right of Seller to convey the Real Property. There are no claims which have been received by Seller that have not been disclosed to Buyer.

(vi) Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Real Property, or any part hereof, or any interest therein, which will survive the Closing.

(vii) There are no leases or rental agreements in effect as to the Real Property.

(viii) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Real Property.

(ix) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Real Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement.

(x) There are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Real Property that will be binding upon Buyer or the Real Property after the Closing. There are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Real Property.

(xi) There are not as of the Effective Date, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Real Property or any part thereof, and no person other than Buyer shall have any right of possession to the Real Property or any part thereof as of the Closing.

(xii) No person, excepting Seller, has possession or any rights to possession of the Real Property or portion thereof.

(b) Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement, Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

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

(i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

(d) Subsequent Changes to Buyer's Representations and Warranties. If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

14. Fair Value Price. Each of Buyer and Seller agree and acknowledge that the Purchase Price represents a fair value price for the Real Property. If and at such time as Buyer makes improvements to the Real Property, the costs for planning, designing, and constructing such improvements shall be borne exclusively by the Buyer and the Buyer shall construct or cause to be constructed such improvements in compliance with all the zoning, planning and design review requirements of the Loma Linda Municipal Code, and all nondiscrimination, labor standard, and wage rate requirements to the extent such labor and wage requirements are applicable.

Buyer, including but not limited to its contractors and subcontractors, shall be responsible to comply with Labor Code Section 1720, et seq., if applicable, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law"), if applicable, and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of improvements to the Real Property, but only if and to the extent such sections are applicable to the development of the Real Property. Insofar as the parties are in agreement that Buyer is paying a fair market price for the Real Property, the parties understand that the payment of prevailing wages will not be required. In any event, Buyer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, neither Seller nor City makes any final representation as to the applicability or non-applicability of the Prevailing Wage Laws to improvements to the Real Property, or any part thereof. Buyer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of Seller and City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Buyer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws as to the Real Property. This Section 14 shall survive Closing.

15. General Provisions.

(a) Condemnation. If any material portion of the Real Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Real Property and receive all of the award or payment made in connection with such taking.

(b) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party as provided in the Basic Terms section above, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by

certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.

(c) Brokers. Seller assumes sole responsibility for any consultants or brokers ("Seller's Agents") it may have retained in connection with the sale of the Real Property (and Buyer shall have no responsibility in connection with such matters). Seller represents to Buyer that Seller has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Seller agrees to and does hereby indemnify and hold the Buyer free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Seller in connection with this Agreement. Buyer assumes sole responsibility for any consultants or brokers ("Buyer's Agents") it may have retained in connection with the purchase of the Real Property (and Seller shall have no responsibility in connection with such matters). Buyer represents to Seller that Buyer has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Buyer agrees to and does hereby indemnify and hold the Seller free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer in connection with this Agreement.

(d) [Reserved].

(e) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

(f) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof and, following Closing.

(g) Remedies. Without limitation as to the availability of other remedies, this Agreement may be enforced by an action for specific enforcement.

(h) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

(j) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(k) Obligations to Third Parties. City shall be deemed to be a third party beneficiary of this Agreement. Excepting only for City, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

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

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

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the local law of the State of California.

(o) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(p) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this

Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(q) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(r) Assignment. Buyer may not assign its rights under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld. The Executive Director of Seller shall have authority to approve assignments under this subsection (r); provided, however, that Buyer may assign its rights under this Agreement to any limited liability company in which JADE Real Estate Holdings, a California limited liability company owns no less than fifty percent (50%) of the equity (“Permitted Assignee”) without the prior written consent of Seller so long as the Permitted Assignee agrees in writing enforceable by Seller that Permitted Assignee will be deemed Buyer under this Agreement (including without limitation the attachments hereto) for all purposes and will succeed to all rights and obligations of Buyer remaining as of the date Seller receives written notice of such assignment together with evidence demonstrating agreement of the Permitted Assignee to be bound to Seller hereunder. In the event of an assignment to a Permitted Assignee which complies with the foregoing portion of this paragraph (r) of Section 15, upon notification of Seller to such effect, JADE Real Estate Holdings, a California limited liability company shall have no personal liability to Seller and its agents, representative or assignees as Buyer. Seller may assign its rights under this Agreement to City without the consent of Buyer; provided that (i) Seller shall remain liable for its obligations hereunder, and (ii) the Purchase Price shall be paid to Seller.

[signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“SELLER”

SUCCESSOR AGENCY TO THE LOMA LINDA
REDEVELOPMENT AGENCY, a public entity,
corporate and politic

By: _____

T. Jarb Thaipejr
Executive Director

“BUYER”

JADE REAL ESTATE HOLDINGS, a California
limited liability company

By: _____

Name:
Its:

Acceptance by Escrow Holder:

Ticor Title Company of California hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between the Successor Agency to the Loma Linda Redevelopment Agency, a public entity, corporate and politic (“Seller”), and JADE Real Estate Holdings, a California limited liability company (“Buyer”) and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2018

TICOR TITLE COMPANY OF CALIFORNIA

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

[legal description: to come].

APN: 0281-162-33 and 0281-162-34

EXHIBIT B

DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JADE Real Estate Holdings, a California
limited liability company

Attn:

APN: 0281-162-33 and 0281-162-34

[Space above for recorder.]

DOCUMENTARY TRANSFER TAX

\$ _____

_____ computed on the consideration or value
of property conveyed; OR

_____ computed on the consideration or value
less liens or encumbrances remaining at time of
sale.

Signature of Declarant or Agent determining
tax - Firm Name

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the
Successor Agency to the Loma Linda Redevelopment Agency, a public entity, corporate and politic
("Grantor"), hereby grants to [JADE Real Estate Holdings, a California limited liability company]
that certain real property located in the County of San Bernardino, State of California, more
particularly described on Attachment No. 1 attached hereto and incorporated herein by this reference
(the "Property"), subject to existing easements, restrictions and covenants of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 201__.

SUCCESSOR AGENCY TO THE LOMA LINDA
REDEVELOPMENT AGENCY

By: _____

Name: T. Jarb Thaipejr

Its: Executive Director

ATTACHMENT NO. 1 TO GRANT DEED
LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino,
described as follows:

[legal description: to come].

APN: 0281-162-33 and 0281-162-34

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)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT C

FIRPTA CERTIFICATE

TRANSFEROR'S CERTIFICATE OF NON-FOREIGN STATUS

To inform [JADE Real Estate Holdings, a California limited liability company ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property to the Transferee by the Successor Agency to the Loma Linda Redevelopment Agency (the, "Transferor"), the undersigned hereby certifies the following:

1. The Transferor is not a foreign person or citizen, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's social security number or U.S. employer identification number is as follows: _____.

3. The Transferor's home or office address is:

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both. Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Successor Agency to the Loma Linda Redevelopment
Agency

RESOLUTION NO. ____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE SUCCESSOR AGENCY AND JADE REAL ESTATE HOLDINGS, A CALIFORNIA LIMITED LIABILITY COMPANY, AND AUTHORIZING THE SALE OF PROPERTY IN CONNECTION THEREWITH

WHEREAS, prior to February 1, 2012, the Loma Linda Redevelopment Agency (“Former Agency”) was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Loma Linda (“City”); and

WHEREAS, Assembly Bill x1 26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the “Dissolution Act”); and

WHEREAS, as of February 1, 2012 the Former Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Loma Linda Redevelopment Agency (“Successor Agency”); and

WHEREAS, the Successor Agency administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board (“Oversight Board”); and

WHEREAS, pursuant to Health & Safety Code Section 34191.5(b), upon the Successor Agency’s receipt of a “Finding of Completion” from the California Department of Finance pursuant to Health & Safety Code Section 34179.7, the Successor Agency is required to prepare a long range property management plan for the Former Agency’s real property assets and submit the approved long range property management plan to the Oversight Board and the Department of Finance for approval, all within six months of the date of the Finding of Completion; and

WHEREAS, during August of 2015, pursuant to Health & Safety Code Section 34179.7, the Successor Agency received a Finding of Completion from the California Department of Finance (“DOF”); and

WHEREAS, on November 10, 2015, the Successor Agency approved a Long Range Property Management Plan (the “LRPMP”), which LRPMP was subsequently approved by the Oversight Board to the Successor Agency on November 24, 2015, by its Resolution No. 2015-06, and was subsequently submitted to DOF, and per letter dated December 22, 2015 from DOF, was approved by DOF; and

WHEREAS, the LRPMP designates as property to be sold for future development various parcels, including without limitation land located at the northwest corner of Redlands Boulevard and Richardson Street which is further described as APN 0281-162-33 and 0281-162-34 (herein, the “Real Property”). The Successor Agency has received an offer to purchase the Real Property from JADE Real

Estate Holdings, a California limited liability company (“Buyer”), the terms of which are set forth in that certain draft instrument entitled “Purchase and Sale Agreement and Joint Escrow Instructions” in the form submitted herewith (the “Agreement”). The Agreement as submitted supersedes any prior discussions, understandings or agreements between the Successor Agency and the Buyer concerning the subject matter of the Agreement; and

WHEREAS, the offer as received by Buyer has been determined by an appraiser retained by the Successor Agency to represent the fair value of the Real Property; and

WHEREAS, staff has recommended approval of the Agreement, subject to which approval as well as formal approval by the Oversight Board (as may have been accomplished prior to the date this Resolution is considered), Successor Agency staff will proceed to implement the provisions of the Agreement, including without limitation with respect to taking such actions in connection with record title as are necessary and appropriate to accomplish the conveyance of the Real Property to Buyer pursuant to the Agreement; and

WHEREAS, the proposed sale of the Real Property to Buyer pursuant to the Agreement will further the implementation of the LRPMP.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE LOMA LINDA REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves the Agreement substantially in the form submitted and authorizes and directs the Executive Director and his designees, upon approval by the governing board of the Successor Agency, to take such actions as are necessary or convenient to implement the Agreement. The Executive Director is authorized to approve modifications to the Agreement that do not materially change the provisions thereof upon consultation with legal counsel. Changes to the Agreement which do not affect the net purchase price to be received by more than Ten Thousand Dollars (\$10,000.00) shall not be deemed material for this purpose. The Executive Director is authorized to extend times for performance under the Agreement.

Section 3. This Resolution shall be effective immediately upon adoption.

Section 4. The Secretary to the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this ____ day of _____ 2018.

**SUCCESSOR AGENCY TO THE LOMA LINDA
REDEVELOPMENT AGENCY**

Chair

ATTEST:

Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF LOMA LINDA)

I, Barbara Nicholson, Secretary of the Successor Agency to the Loma Linda Redevelopment Agency, hereby certify that the foregoing resolution was duly adopted by the Successor Agency at its regular meeting held on the ____ day of _____, 2018, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary