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

FROM: Department of Facilities Management

SUBMITTAL DATE:
April 2, 2009

SUBJECT: Resolution No. 2009-068, Authorization to Purchase Real Property in the City of Blythe, County of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2009-068, Authorization to Purchase Real Property located in the City of Blythe, California, further described as County of Riverside Assessor's Parcel Number 845-122-016;
2. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions and authorize the Chairman of the Board to execute the documents necessary to complete the purchase;

(Continued)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 4/21/09
SUSANA GARCIA-BOCANEGRA

Robert Field
Robert Field
Assistant County Executive Officer / E D A / F M

FINANCIAL DATA	Current F.Y. Total Cost:	\$203,150	In Current Year Budget:	Partially
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	08/09

SOURCE OF FUNDS: Riverside County Information Technology - Retained Earnings (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Jennifer L. Sargent
Jennifer L. Sargent

RCIT
Matthew Flynn, CIO

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 4-16-09
DATE: 4-16-09
SYNTHIA M. GUNZEL
Departmental Compliance

Policy
 Policy
 Consent
 Consent

Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 4/7/09, 3.13

District: 4

Agenda Number:

3.11

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer acceptance and execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize the Auditor-Controller to amend Facilities Management FY 2008/09 Real Property budget as specified on Schedule "A."

BACKGROUND:

The Department of Facilities Management (DOFM) proposes that the County of Riverside purchase a 7,405 square foot parcel with two residential units in the City of Blythe, County of Riverside, also referenced to as Assessor's Parcel Number 845-122-016 for future use by Riverside County Information Technology (RCIT).

Pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15061, a Notice of Exemption was filed with the Riverside County Clerk on December 17, 2008, for public inspection for thirty days. The public comment period closed January 16, 2009, and the statute of limitations period on legal challenges to the county's decision that the acquisition is exempt from CEQA has completed.

The project is exempt from the provisions of CEQA under Section 15061, the General Rule Exemption with certainty, there is no possibility that the proposed project may have a significant effect on the environment.

The Board of Supervisors on April 7, 2009, has approved Resolution 2009-058, Notice of Intention to Purchase Real Property located in the City of Blythe, California, further described as Riverside County Assessor's Parcel Number 845-122-016.

While DOFM will cover the cost for acquisition services at the time of this property transaction, the RCIT Retained Earnings account will reimburse DOFM for these costs.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The following summarizes the funding necessary to acquire Assessor's Parcel Number 845-122-016:

Purchase Price:	\$180,000
Estimated Title and Escrow Charges	\$ 2,000
Due Diligence Expense	\$ 2,150
Estimated Real Property Appraisal	\$ 3,000
DOFM Real Property Costs	<u>\$ 16,000</u>
Total Estimated Acquisition Costs:	\$203,150

All costs associated with this property acquisition are fully funded through RCIT using retained earnings for FY 08/09. While DOFM will cover the cost for acquisition services at the time of this property transaction, the RCIT Retained Earnings account will reimburse DOFM for these costs. No costs are anticipated to be incurred in FY 2009/2010. Thus, no additional net county costs will be incurred as a result of this transaction.

SCHEDULE "A"

Increase Estimated Revenues:

10000-7200400000-777550	Right of Way Services	\$7,150
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Increase Appropriations:

10000-7200400000-525400	Title Company Services	\$2,000
10000-7200400000-524830	Environmental Services	\$2,150
10000-7200400000-524550	Appraisal Services	<u>\$3,000</u>
		\$7,150

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Board of Supervisors

County of Riverside

Resolution No. 2009-068
Authorization to Purchase Real Property
In the City of Blythe, County of Riverside, California
Assessor's Parcel Number: 845-122-016

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on April 28, 2009, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes a transaction in which the County of Riverside will purchase from Jesus A. Romero and Jeronimo P. Ulloa, certain real property located in the City of Blythe, County of Riverside, State of California, identified by Riverside County Assessor's Parcel Number 845-122-016, more particularly described in Exhibit "A," attached hereto and thereby made a part hereof, consisting of two (2) residential units located on seven thousand four hundred five (7,405) square feet at a purchase price not-to-exceed One Hundred Eighty Thousand Dollars (\$180,000), plus miscellaneous escrow and transaction costs not-to-exceed Twenty Three Thousand One Hundred Fifty Dollars (\$23,150).

BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors has given notice hereof as provided in Section 6063 of the Government Code.

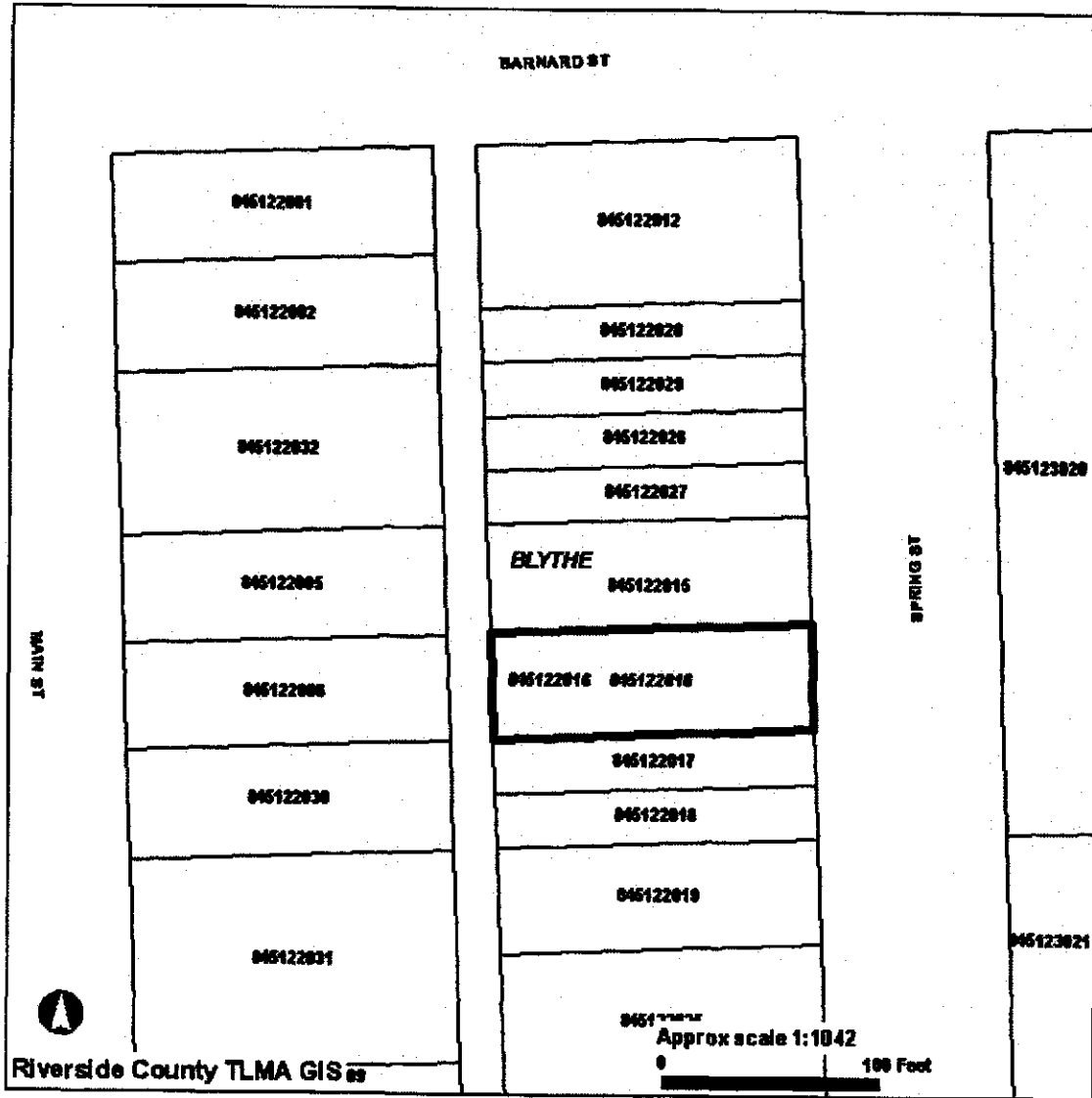
BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors of the County of Riverside is authorized to execute the necessary documents to complete this purchase of real property.

BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive Officer, or his designee, is authorized to execute the necessary documents to complete this purchase of real property.

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FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 4-16-09
SYNTHIA M. GUNZEL DATE

Exhibit A



Selected parcel(s):
845-122-016

LEGEND

- SELECTED PARCEL
- PARCELS
- BLYTHE

IMPORTANT

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

REPORT PRINTED ON...Fri Apr 03 10:05:12 2009

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

BY AND BETWEEN

**JESUS A. ROMERO AND
JERONIMO P. ULLOA,
AS TENANTS IN COMMON**

AS SELLER

AND

**THE COUNTY OF RIVERSIDE
A Political Subdivision of the State of California**

AS BUYER

RELATING TO

**Assessor's Parcel Number 845-122-016
249 N. Spring Street, Blythe, California 92225**

1 (h) "Notices": Will be sent as follows to:

2 Seller: Jesus A. Romero & Jeronimo P. Ulloa
3 28744 Warren Road
4 Hemet, California 92545
5 Attn: Jesus and Jeronimo
6 Telephone: (951) 505-5035

7 Buyer: COUNTY OF RIVERSIDE
8 3133 Mission Inn Avenue
9 Riverside, California 92507-4199
10 Attn: Craig Olsen
11 Telephone: (951) 955-9011
12 Fax: (951) 955-4837
13 Email: caolsen@rc-facilities.org

14 Escrow Holder: STEWART TITLE
15 2010 Main Street, Suite 220
16 Irvine, California 92614
17 Attn: Grace Kim, Escrow Officer
18 Telephone: (949) 224-8606
19 Fax: (714) 242-9886
20 Email: gkim@stewart.com

21 Title Company: STEWART TITLE
22 2010 Main Street, Suite 220
23 Irvine, California 92614
24 Attn: Chris Maziar, Title Officer
25 Telephone: (800) 346-1444
Fax: (909) 242-9886
Email: cmaziar@stewart.com

(i) **Exhibits:**
Exhibit A - Legal Description
Exhibit B - Form of Deed

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell (the Property) to Buyer and Buyer agrees to buy (the Property) from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

3.1 **Agreement.** Upon the approval of this Agreement and execution by the Board of Supervisors (the date upon which this Agreement has been fully executed and delivered to both parties is the "Effective Date"), Buyer shall order the full purchase price, plus costs to cover buyer's escrow fees and shall deposit the sum in the form of a cashier's check or other immediately available funds payable to the order of Escrow Holder. Should escrow be unable to close immediately, due to some unforeseen circumstances, Escrow Holder shall

1 deposit said funds in an interest bearing account which shall be applied against the Purchase
2 Price at closing and any overages including the interest shall returned to Buyer at close of
escrow.

3 4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow
4 Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, a
5 fully executed original, or originally executed counterparts, of this Agreement which date shall
6 be the official Opening Date of Escrow reference herein. This purchase shall be contingent
7 upon the approval of the Board of Supervisors of the Authorization to Purchase and the
8 approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This
contingency will be removed from escrow upon the receipt of the executed Purchase and Sale
Agreement and Joint Escrow Instructions document signed by the Board of Supervisors,
Buyer. Buyer and Seller agree to execute any additional instructions, reasonably required by
the Escrow Holder. If there is a conflict between any printed escrow instructions and this
Agreement, the terms of this Agreement will govern.

9 5. **Deliveries to Escrow Holder.**

10 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to
11 be delivered to Escrow Holder the following items:

12 (a) A Grant Deed ("**Grant Deed**"), in the form attached to this
13 Agreement as Exhibit B, duly executed and acknowledged by Seller and in recordable form,
conveying the Property to Buyer; and

14 (b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA
Certificate**").

15 5.2 By Buyer. On or prior to the Closing Date (and in any event in a
16 manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or
cause to be delivered to Escrow Holder the following items:

17 (a) The Purchase Price in accordance with Paragraph 3, above; and

18 (b) The amount due Seller and any third parties, if any, after the
prorations are computed in accordance with Paragraph 13 below.

19 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other
20 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
21 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title
Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the
Internal Revenue Code.

22 6. **Condition of Title.**

23 6.1 At the Close of Escrow, fee simple title to the Property will be conveyed
24 to Buyer by Seller by Grant Deed, subject only to the following matters ("**Permitted
Exceptions**");

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1 (a) A lien for local real property taxes and assessments not
2 delinquent;

3 (b) Matters of title respecting the Property approved or deemed
4 approved by Buyer in accordance with this Agreement; and

5 (c) Matters affecting the condition of title to the Property created by
6 or with the written consent of Buyer.

7 **7. Conditions to the Close of Escrow.**

8 7.1 Conditions Precedent to Buyer's Obligations. The following conditions
9 must be satisfied not later than the Closing Date or such other period of time as may be
10 specified below:

11 (a) Title. Buyer has obtained a (Preliminary Report) for the Property
12 prepared by Stewart Title, dated as of August 29, 2008, (the Preliminary Report) and
13 referenced as Order No. 2862-140041, together with copies of the exception to title described
14 in the Preliminary Report. Buyer hereby objects to exception 3 (collectively, the "objectionable
15 Exceptions"), as shown in the Preliminary Report. Seller will have ten (10) days after receipt of
16 a copy of the Preliminary Report to advise Buyer and Escrow in writing that:

17 (i) Seller will remove any Objectionable Exceptions or obtain
18 appropriate endorsements to the title policy on or before the Closing Date; or

19 (ii) Seller will not cause the Objectionable Exceptions to be
20 removed. If Seller advises Buyer that it will not cause the exceptions to be removed, Buyer will
21 have ten (10) days to elect, at its sole remedy, to:

22 (iii) Proceed with the purchase and acquire the Property,
23 subject to The Objectionable Exceptions without reduction in the Purchase Price; or

24 (iv) Cancel the Escrow and this Agreement by written notice
25 to Seller and the Escrow Holder, in which case any deposit, together with interest thereon will
be returned to Buyer and the cancellation costs will be borne by Buyer.

If Buyer does not give Seller notice of its election within such ten (10)
day period, Buyer will be deemed to have approved, the condition of title to the Property and
elects to proceed with this transaction.

If Seller commits to remove any Objectionable Exception and fails to do
so by the Closing Date, then Seller will be in default under this Agreement and Buyer may, at
Buyer's election, to terminate this Agreement and pursue its remedies as set forth herein.

(b) Title Insurance. As of the Close of Escrow, the Title Company
will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted
Exceptions.

(c) Delivery of Information. Within ten (10) days after the Opening of
Escrow, Seller shall deliver to Buyer, copies of all surveys, past hazardous material studies,

1 soils reports, including engineers' reports, and studies and similar information which Seller
2 may have in its possession relating to the Property, except as specifically set forth herein, such
3 items shall be delivered by Seller to Buyer and shall be to the best of Seller's actual knowledge
4 the items in Seller's possession, and except as expressly set forth herein, Seller makes no
5 warranty regarding the contents of such items. If the Escrow shall fail to close for any reason,
6 all such items shall be immediately returned to Seller.

7 The conditions set forth in this Paragraph 7.1 are solely for the benefit of Buyer
8 and may be waived only by Buyer. At all times Buyer has the right to waive any condition.
9 Such waiver or waivers must be in writing to Seller and Escrow Holder.

10 The Close of Escrow and Buyer's obligations with respect to this transaction
11 are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items
12 described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items described in
13 this Paragraph 7.1.

14 **7.2 Conditions Precedent to Seller's Obligations.** The following shall be
15 conditions precedent to Seller's obligation to consummate the purchase and sale transaction
16 contemplated herein:

17 (a) Buyer shall have delivered to Escrow Holder, prior to the Closing,
18 for disbursement as directed hereunder, an amount equal to the Purchase Price and any other
19 funds in accordance with this Agreement;

20 (b) Buyer shall have delivered to Escrow Holder the items described
21 in Paragraphs 5.2 and 5.3 above; and

22 (c) The conditions set forth in the Paragraph 7.2 are solely for the
23 benefit of Seller and may be waived only by the Seller. At all times Seller has the right to
24 waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

25 **7.3 Termination of Agreement.** In the event that, for any reason, the
Closing does not occur on or before the Closing Date, either party to this Agreement, who is
not in default of its obligations under this Agreement, shall have the right to terminate this
Agreement upon written notice to the other party and to Escrow Holder. Unless Seller is
materially in default hereunder, failure by Buyer to cause Escrow to close on or before the
Closing Date shall constitute a material Buyer default, as a result of which Seller may elect to
terminate this Agreement and the Escrow created hereunder, and Buyer shall reimburse Seller
for its reasonable costs, including, but not limited to, attorney's fees, incurred in connection
with the preparation of this Agreement and the delivery of any and all items that Seller is
required to deliver to Buyer hereunder ("Seller's Transaction costs").

8. **Due Diligence By Buyer.**

8.1 **Matters To Be Reviewed.** As of the Closing Date, Buyer has completed
its due diligence investigation of and has approved each of the following matter:

(a) The physical condition of the Property, including without
limitation, any soil conditions, the status of the Property with respect to hazardous and toxic

1 materials, if any, and in compliance with all applicable laws including any laws relating to
2 hazardous and toxic materials and all applicable laws;

3 (b) All applicable government ordinances, rules and regulations of
4 Seller's compliance therewith including, but not limited to, zoning and building regulations; and

5 (c) All licenses, permits and other governmental approvals and/or
6 authorizations relating to the Property which shall remain in effect after the Close of Escrow.

7 8.2 Material New Matters. If Buyer discovers any new matter prior to Close
8 of Escrow which was:

9 (a) Not disclosed by Seller or any other person or entity prior to the
10 Close of Escrow;

11 (b) Not reasonably discoverable prior to the Effective Date and that
12 matter is one which:

13 (i) Would appear as an exception to the Title Policy; or

14 (ii) Is materially inconsistent with a disclosure by Seller or
15 with any representations or warranties contained in Paragraph 16.2 below; and

16 (iii) Such new matter is of such a nature that, in Buyer's
17 reasonable judgment, it would materially and adversely, affect the acquisition, development,
18 sale or use of the Property for Buyer's intended purpose; then Buyer shall be entitled to treat
19 such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such
20 new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to
21 Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's
22 obtaining knowledge of such new matter, but in no event later than the Closing Date.

23 (c) However, if Buyer gives Seller notice of its election to terminate
24 this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion
25 by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's
receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow for not more
than twenty (20) days in order to correct the new matter and, in such event, this Agreement will
not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer,
as Buyer's sole remedy, may terminate this Agreement.

26 9. **No Side Agreements or Representations.** Buyer understands, agrees and
acknowledges that it is purchasing the Property in it's, "as-is/where-is" condition. Seller has
not made and will not make, either express or implied any representations or warranties
concerning the physical or environmental condition of the Property, or its fitness for any
particular use or purpose. Buyer acknowledges that prior to the Close of Escrow, Buyer will
have had the opportunity to make and will have made such an investigation and inspection of
all aspects of the condition of the Property as it has deemed necessary or appropriate,
including, but not limited to soils and the Property's compliance or non-compliance with
applicable laws, rules, regulations and ordinances (including any Environmental Laws) as

1 defined in Paragraph 16.1 and the existence or non-existence of Hazardous Substances as
2 defined in Paragraph 16.1 on, in or under the Property. Buyer further represents and warrants
3 that in purchasing the Property, Buyer is relying solely upon its own inspection and
4 investigations of the property.

5 **10. Conditions Precedent to Seller's Obligations.** The Close of Escrow and
6 Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow
7 Holder on or before the Closing Date of the Purchase Price and items described in Paragraphs
8 5.2 and 5.3.

9 **11. Title Insurance.** At the Close of Escrow, Buyer will cause the Title Company
10 to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the
11 Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted
12 Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the
13 policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended
14 Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended
15 policy of title and the cost of any endorsements will be at Buyer's sole cost and expense;
16 however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing
17 and Buyer's inability to obtain an ALTA extended policy of title or any such endorsements; will
18 not be deemed to be a failure of any condition to Closing.

19 **12. Costs and Expenses.**

20 Seller will pay:

- 21 (a) CLTA standard coverage policy;
- 22 (b) Seller's escrow fees and costs; and
- 23 (c) Seller's share of prorations.

24 Buyer will pay:

- 25 (a) Buyer's escrow fees and costs;
- (b) Any title endorsements; and
- (c) Buyer's share of prorations.

13. Prorations.

13.1 Tax Exempt Agency. All parties hereto acknowledge that the buyer is
public entity and exempt from payment of any real property taxes. There will be no proration
of taxes through escrow. Seller will be responsible for payment of any real property taxes due
prior to close of escrow. In the event any real property taxes are due and unpaid at the close
of escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds
due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept
partial payment of an installment of the real property taxes due at the close of escrow. At the
close of escrow, the Buyer will file any necessary documentation with the County Tax

1 Collector/Assessor for the property tax exemption. Any prorated refund that will be due the
2 Seller will be refunded to the Seller by the county Tax Collector/Assessor outside of escrow
and Escrow Holder shall have no liability and/or responsibility in connection therewith.

3 13.2 Method of Proration. For purposes of calculating prorations, Buyer shall
4 be deemed to be in title to the Property, and therefore entitled to the income there from and
5 responsible for the expenses thereof, for the entire day upon which the Closing occurs. All
6 prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five
(365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant
to this Paragraph 13 shall survive the Closing and shall not merge into any documents of
conveyance delivered at Closing.

7 14. **Disbursements and Other Actions by Escrow Holder.** At the Close of
8 Escrow, Escrow Holder will promptly undertake all of the following:

9 14.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited
with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit
10 all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 12 and 13;
(b) disburse the balance of the Purchase Price; and (c) disburse any excess proceeds
deposited by Buyer to Buyer.

11 14.2 Recording. Cause the Grant Deed to be recorded with the County
12 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13 14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

14 14.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the
15 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by
Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by
16 Buyer.

17 15. **Joint Representations and Warranties.** In addition to any express
agreements of the parties contained herein, the following constitute representations and
18 warranties of the parties each to the other:

19 15.1 Each party has the legal power, right and authority to enter into this
Agreement and the instruments referenced herein to include, but not limited to, the most
20 recent copy of Seller's LP-1 and to consummate this transaction.

21 15.2 The individuals executing this Agreement and the instruments
referenced herein on behalf of each party and the partners, officers or trustees of each party, if
22 any, have the legal power, right, and actual authority to bind each party to the terms and
conditions of those documents.

23 15.3 This Agreement and all other documents required to close this
24 transaction are and will be valid, legally binding obligations of and enforceable against each
party in accordance with their terms, subject only to applicable bankruptcy, insolvency,
25 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the
rights of contracting parties generally.

1 15.4 At Closing, Seller shall convey the Property to Buyer with clear and
2 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,
3 rights and conditions of any kind whatsoever, except those which are approved by Buyer in
4 accordance with section 7 above.

5 **16. Hazardous Substances.**

6 16.1 Definitions. For the purposes of this Agreement, the following terms
7 have the following meanings:

8 (a) "Environmental Law" means any law, statute, ordinance or
9 regulation pertaining to health, industrial hygiene or the environment including, without
10 limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act
11 of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

12 (b) "Hazardous Substance" means any substance, material or waste
13 which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a
14 "pollutant" or which is or becomes similarly designated, classified or regulated, under any
15 Environmental Law, including asbestos, petroleum and petroleum products; and

16 (c) "Environmental Audit" means an environmental audit, review or
17 testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer
18 to conduct such study.

19 16.2 Seller's Representations and Warranties. Except as disclosed in the
20 Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement to
21 Seller's current actual knowledge:

22 (a) No Hazardous Substances exist now or have been used or
23 stored on or within any portion of the Property except those substances which are or have
24 been used or stored on the Property in the normal course of use and operation of the Property
25 and in compliance with all applicable Environmental Laws;

 (b) There are and have been no federal, state, or local enforcement,
clean-up, removal, remedial or other governmental or regulatory actions instituted or
completed affecting the Property;

 (c) No claims have been made by any third party relating to any
Hazardous Substances on or within the Property; and

 (d) There has been no disposal of Hazardous Substances or
accidental spills which may have contaminated the Property. There has been no on-site bulk
storage of vehicle fuels or waste oils.

 16.3 Notices Regarding Hazardous Substances. During the term of this
Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or the
Property may be subject to any threatened or pending investigation by any governmental
agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

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1 16.4 Environmental Audit. Buyer has ordered at its sole cost and expense, to
2 perform an Environmental Audit, it shall do so prior to the end of the Due Diligence Period and
3 may quit this transaction if Buyer identifies problems in its sole and subjective judgment that
4 would preclude continuing with this transaction:

5 (a) The Environmental Audit shall be conducted pursuant to
6 standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2)
7 business day's prior notice of any on-site testing of soil or subsurface conditions;

8 (b) Any groundwater, soil or other samples taken from the Property
9 will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable
10 laws. Buyer shall promptly restore the Property to the condition in which it was found
11 immediately prior to Buyer's Environmental Audit; and

12 (c) Buyer hereby agrees to protect, indemnify, defend and hold
13 harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices,
14 actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's,
15 employee's or independent contractor's) entries into the Property prior to the close of escrow
16 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
17 activities of Buyer.

18 17. **Notices.** All notices or other communications required or permitted hereunder
19 must be in writing, and be personally delivered (including by means of professional messenger
20 service) or sent by registered or certified mail, postage prepaid, return receipt requested to the
21 addresses, set forth in Paragraph 1(h) All notices sent by mail will be deemed received three
22 (3) days after the date of mailing.

23 18. **Legal and Equitable Enforcement of this Agreement.**

24 18.1 Waiver of Specific Performance and Lis Pendens. In the event the Close
25 of Escrow and the consummation of the transaction contemplated by this Agreement do not
occur by reason of a material, uncured default by Seller, Buyer will be entitled to payment of its
reasonable out-of-pocket expenses incurred in connection with the transaction. As material
consideration to Seller's entering into this Agreement with Buyer, Buyer waives any right: (a) to
pursue an action for the specific performance of this Agreement; and (b) to record or file a
notice of lis pendens or notice of pendency of action or similar notice against any portion of the
Property.

 19. **Miscellaneous.**

 19.1 Counterparts. This Agreement may be executed in counterparts.

 19.2 Partial Invalidity. If any term or provision of this Agreement shall be
deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
be affected thereby and each remaining term and provision of this Agreement will be valid and
be enforced to the fullest extent permitted by law.

 19.3 Waivers. No waiver of any breach of any covenant or provision
contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of
any other covenant or other provision contained herein. No extension of time for performance

1 or any obligation or act will be deemed an extension of the time for performance of any other
2 obligation or act except those of the waiving party which will be extended by a period of time
3 equal to the period of the delay.

4 19.4 Successors and Assigns. Neither party shall transfer or assign its rights
5 or responsibilities under this Agreement without the express written consent of the other party.

6 19.5 Entire Agreement. This Agreement (including all Exhibits attached
7 hereto) constitutes the entire contract between the parties hereto and may not be modified
8 except by an instrument in writing signed by the party to be charged.

9 19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that
10 time is strictly of the essence with respect to each and every term, condition, obligation and
11 provision hereof.

12 19.7 Governing Law. The parties hereto expressly agree that this Agreement
13 will be governed by, interpreted under, and construed and enforced in accordance with the
14 laws of the State of California in which the Property is located. Venue for any proceeding
15 related to this Agreement shall be in the County of Riverside.

16 19.8 No Recordation. No memorandum or other document relating to this
17 Agreement shall be recorded without the prior written consent of Seller and Buyer.

18 19.9 Survival. Sections 13, 17 and 18 and any other provisions of this
19 Agreement which by their terms require performance by either party after the Close of Escrow
20 shall survive the Close of Escrow.

21 19.10 Brokers. Buyer and Seller each represent to the other that no brokers,
22 agents, finders or any other person have been used in connection with this transaction and
23 that no brokerage or any other commission or fee will be payable. Each party agrees to
24 defend, indemnify and hold harmless the other party from any and all claims, expenses, costs
25 or liabilities arising in connection with a claim by a broker for any such fees or commissions.

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///
///

1 19.11 Exhibits. Each exhibit attached hereto is incorporated herein by this
2 reference as if set forth in full in the body of this Agreement.

3 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and
4 approved by the Board of Supervisors of the County of Riverside.

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

7 Date: 1/21/09

SELLER:

JESUS A. ROMERO

8 By: Jesus A. Romero
Jesus A. Romero

9 JERONIMO P. ULLOA

10 By: Jeronimo P. Ulloa
11 Jeronimo P. Ulloa

12 **ATTEST:**

13 Kecia Harper-Them
14 Clerk of the Board

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

15 By: _____
16 Deputy

17 By: _____
18 Jeff Stone, Chairman
19 Board of Supervisors

20 **APPROVED AS TO FORM:**

21 Pamela J. Walls
22 County Counsel

23 By: Synthia M. Gunzel
24 Cynthia M. Gunzel
25 Deputy County Counsel

CAO:jw
12/15/08
068IT
12.392

Exhibit A

Legal Description

The land referred to herein is situated in the State of California, County of Riverside, City of Blythe, and described as follows:

Lots 33 and 34 of Blythe City, in the City of Blythe, County of Riverside, State of California, as per map recorded in Book 6, Page(s) 26 of Maps, in the office of the County Recorder of said County.

End of Legal Description

Exhibit B

Recorded at request of and return to:
Department of Facilities Management
Real Property Division
3133 Mission Inn Avenue
Riverside, CA 92507-4199

FREE RECORDING

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

12.392\121508\068IT\CAOjw

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

APN: 845-122-016

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JESUS A. ROMERO, A MARRIED MAN, AS TO AN UNDIVIDED 50% INTEREST AND
JERONIMO P. ULLOA, A MARRIED MAN, AS TO AN UNDIVIDED 50% INTEREST,
AS TENANTS IN COMMON

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the real
property in the County of Riverside, State of California, described as:

See Exhibit A attached hereto
And made part hereof

APN: 845-122-016

Dated: _____

GRANTOR:

By: _____
Jesus A. Romero

By: _____
Jeronimo P. Ulloa

State of California)
County of _____)

On _____, before me, _____, a Notary Public in and for said County and State, 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 and that by his/her/their signature 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 is true and correct.

WITNESS my hand and official seal.

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
Robert Field, Director
Department of Facilities Management

Exhibit A

Legal Description

The land referred to herein is situated in the State of California, County of Riverside, City of Blythe, and described as follows:

Lots 33 and 34 of Blythe City, in the City of Blythe, County of Riverside, State of California, as per map recorded in Book 6, Page(s) 26 of Maps, in the office of the County Recorder of said County.

End of Legal Description