

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

663



FROM: Economic Development Agency

SUBMITTAL DATE:
June 23, 2009

SUBJECT: Resolution No. 2009-229, Authorization to Purchase Assessor's Parcel Number 392-240-015 and a portion of Assessor Parcel Number 392-240-094 for the Public Safety Enterprise Communications Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No.2009-229, Authorization to Purchase Assessor's Parcel Number 392-240-015 and an access easement over a portion of Assessor Parcel Number 392-240-094 for the Public Safety Enterprise Communications Project;
2. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions and authorize the Chairman to execute the documents necessary to complete the purchase;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$98,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$98,500	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: PSEC Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel*
 SYNTHIA M. GUNZEL
 DATE: 7-6-09
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 06/24/08, 3.33; **District:** 3 **Agenda Number:** 06/30/09, 3.33

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.25

Economic Development Agency

Resolution No. 2009-229, Authorization to Purchase Assessor's Parcel Number 392-240-015 and an access easement over a portion of Assessor Parcel Number 392-240-094 for the Public Safety Enterprise Communications Project

June 23, 2009

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RECOMMENDED MOTION: (Continued)

3. Authorize and direct the Assistant County Executive Officer/EDA to certify acceptance of any documents running in favor of the County, as part of this transaction; and,
4. Authorize the Assistant County Executive Officer/EDA or his designee to execute any other documents and administer all actions necessary to complete this transaction.

BACKGROUND:

With approval of the California Environmental Quality Act (CEQA) Final Environmental Impact Report (FEIR), it is now possible to proceed with site acquisition and development for the Public Safety Enterprise Communications Project Site (PSEC). The FEIR addresses mitigation requirements and unavoidable environmental impacts stemming from the construction and operation of the proposed public safety project. This Board submittal is for the PSEC site known as Clinton Keith located on the east side of I-215 near the Clinton Keith interchange near the Greer Ranch Development. The Phase I report for said subject property indicates no contamination. A Notice of Intention to Purchase a number of proposed project sites was approved by the Board on June 24, 2008.

The Clinton Keith Site (Exhibit A) is a new microwave and radio location offering improved coverage, better reliability and good life cycle costs in an area of high residential and commercial development. The Clinton Keith property is comprised of a vacant communications building and tower on 1.38 acres and an existing access road, which reduces environmental impact. The site is in an open space area away from residences.

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

FINANCIAL DATA:

The following summarizes the funding necessary for this acquisition:

Purchase Price	\$91,000
Misc. transaction costs (including title and escrow)	\$ 7,500
TOTAL	\$98,500

All costs associated with this acquisition is fully funded through the PSEC budget for FY 2009/10 thus, no additional net county cost will be incurred as a result of this transaction.

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Board of Supervisors

County of Riverside

Resolution No. 2009-229
Authorization to Purchase Public Safety Enterprise Communications Project Sites,
Assessor's Parcel Numbers 392-240-094 & 392-240-015
Owner: Lennar Greer Ranch Venture

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on July 21, 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 Lennar Greer Ranch Venture certain real property identified as Riverside County Assessor's Parcel Number 392-240-094 along with an access easement over a portion of APN 392-240-015, located in the City of Murrieta, County of Riverside, State of California, more particularly described in Exhibit "A", attached hereto and thereby made a part thereof, for a purchase price not-to-exceed Ninety-One Thousand Dollars (\$91,000) plus transaction costs not-to-exceed Seven Thousand Five Hundred Dollars (\$7,500),

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/EDA, 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 7-6-09
DATE
SYNTHIA M. GUNZEL

JF:ra
061609
022IT
12.257

EXHIBIT "A"

LEGAL DESCRIPTION OF COMMUNICATION SITE

THAT PORTION OF LOT 79 OF TRACT NO. 29640-9, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 344, PAGES 1 THRU 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 79; THENCE S 5°23'07" W, ALONG THE EAST LINE OF LOT 79, A DISTANCE OF 213.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 89°38'31" W, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 79, A DISTANCE OF 300.00 FEET; THENCE S 5°23'07" W, ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 79, A DISTANCE OF 200.77 FEET; THENCE S 89°38'31" E, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 79, A DISTANCE OF 300.00 FEET TO THE EAST LINE OF LOT 79; THENCE N 5°23'07" E, ALONG THE EAST LINE OF LOT 79, A DISTANCE OF 200.77 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.38 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD IF ANY.

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

STEVE A. LEJA – PLS 5933
EXPIRES 12/31/08

EXHIBIT "A"

LEGAL DESCRIPTION OF COMMUNICATION SITE ACCESS ROAD

THAT PORTION OF LOT 79 OF TRACT NO. 29640-9, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 344, PAGES 1 THRU 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE RADIUS POINT AT THE CENTER OF THE CUL DE SAC AT THE EAST END OF ELDERBERRY STREET AS SHOWN ON SAID MAP; THENCE S 31°00'11" E, A DISTANCE OF 43.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ELDERBERRY STREET, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF SAID CENTERLINE; THENCE S 5°55'14" W, A DISTANCE OF 84.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 84°04'46" W, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°39'22", A DISTANCE OF 53.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS N 22°25'24" W, A DISTANCE OF 80.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°59'48", A DISTANCE OF 64.22 FEET; THENCE N 66°25'37" W, A DISTANCE OF 36.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS S 23°34'23" W, A DISTANCE OF 120.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°11'14", A DISTANCE OF 67.41 FEET; THENCE S 81°23'10" W, A DISTANCE OF 213.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 8°36'50" E, A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°30'16", A DISTANCE OF 28.98 FEET; THENCE S 39°52'53" W, A DISTANCE OF 86.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 50°07'07" E, A DISTANCE OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°05'56", A DISTANCE OF 47.38 FEET; THENCE S 21°46'57" W, A DISTANCE OF 63.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 68°13'03" W, A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°49'03", A DISTANCE OF 34.11 FEET; THENCE S 29°36'00" W, A DISTANCE OF 66.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 60°24'00" W, A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°51'19", A DISTANCE OF 25.55 FEET; THENCE S 35°27'20" W, A DISTANCE OF 89.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 54°32'40" E, A DISTANCE OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A

CENTRAL ANGLE OF 4°59'36", A DISTANCE OF 13.07 FEET; THENCE S 30°27'44" W, A DISTANCE OF 135.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY THE RADIUS POINT OF WHICH BEARS S 59°32'16" E, A DISTANCE OF 125.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°20'54", A DISTANCE OF 79.30 FEET; THENCE S 5°53'11" E, A DISTANCE OF 89.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY THE RADIUS POINT OF WHICH BEARS S 84°06'49" W, A DISTANCE OF 200.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'15", A DISTANCE OF 38.41 FEET; THENCE S 5°07'05" W, A DISTANCE OF 44.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS S 84°52'55" E, A DISTANCE OF 21.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 65.97 FEET; THENCE N 5°07'05" E, A DISTANCE OF 43.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY THE RADIUS POINT OF WHICH BEARS S 84°52'55" E, A DISTANCE OF 200.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°57'18", A DISTANCE OF 80.13 FEET; THENCE N 28°04'23" E, A DISTANCE OF 82.09 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 61°55'37" E, A DISTANCE OF 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°08'06", A DISTANCE OF 84.48 FEET; THENCE N 44°12'30" E, A DISTANCE OF 107.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 45°47'30" W, A DISTANCE OF 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°03'31", A DISTANCE OF 52.67 FEET; THENCE N 34°08'59" E, A DISTANCE OF 89.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS S 55°51'01" E, A DISTANCE OF 75.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°19'29", A DISTANCE OF 106.45 FEET; THENCE S 64°31'32" E, A DISTANCE OF 70.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS N 25°28'28" E, A DISTANCE OF 60.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°06'36", A DISTANCE OF 61.90 FEET; THENCE N 56°21'52" E, A DISTANCE OF 48.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS S 33°38'08" E, A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°52'57", A DISTANCE OF 33.93 FEET; THENCE S 84°45'11" E, A DISTANCE OF 73.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS N 5°14'49" E, A DISTANCE OF 75.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°10'51", A DISTANCE OF 61.76 FEET; THENCE N 48°03'58" E, A DISTANCE OF 75.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 41°56'02" E, A DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°33'59", A DISTANCE OF 25.04 FEET; THENCE N 57°37'57" E, A DISTANCE OF 30.53 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 32°22'03" W, A DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°17'46" , A DISTANCE OF 50.52 FEET; THENCE N

38°20'11" E, A DISTANCE OF 112.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 51°39'49" W, A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°30'28", A DISTANCE OF 29.70 FEET; THENCE N 29°49'43" E, A DISTANCE OF 100.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 60°10'17" E, A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°33'55", A DISTANCE OF 19.43 FEET; THENCE N 35°23'38" E, A DISTANCE OF 113.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 54°36'22" W, A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°42'39", A DISTANCE OF 9.46 FEET; THENCE N 32°40'59" E, A DISTANCE OF 118.26 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN THE SOUTHERLY RIGHT OF WAY OF ELDERBERRY STREET OR THE SOUTHWESTERLY BOUNDARY OF THE COMMUNICATION SITE SHOWN ON EXHIBIT "B" ATTACHED HERETO.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD IF ANY.

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:

STEVE A. LEJA – PLS 5933
EXPIRES 12/31/08

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	61.39 22.2	50.00	53.80
C2	45.59 48.8	80.00	64.22
C3	32.11 14.4	120.00	67.41
C4	41.30 16.8	40.00	28.98
C5	19.03 26.4	150.00	47.38
C6	7.49 12.7	250.00	34.61
C7	4.58 16.8	130.00	13.07
C8	36.20 54.4	125.00	79.30
C9	11.00 15.5	200.00	38.41
C10	180.00 00.0	21.00	65.97
C11	22.57 18.8	200.00	80.13
C12	16.08 06.6	300.00	84.48
C13	10.03 31.7	300.00	32.67
C14	81.18 33.9	65.00	108.85
C15	38.53 57.7	50.00	51.93
C16	47.10 51.1	75.00	81.76
C17	9.33 59.7	150.00	25.04
C18	19.17 46.8	150.00	50.52
C19	8.30 28.8	200.00	29.70
C20	5.33 55.5	200.00	19.43
C21	2.42 39.7	200.00	9.46
C22			
C23			

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 31°00'11" E	43.00
L2	S 03°55'14" W	84.28
L3	N 66°25'37" W	36.19
L4	S 81°23'10" W	213.72
L5	S 39°32'53" W	86.89
L6	S 21°46'57" W	63.26
L7	S 29°35'00" W	86.41
L8	S 35°27'44" W	89.56
L9	S 30°27'44" W	135.28
L10	S 03°53'11" E	89.67
L11	S 03°07'05" W	44.85
L12	N 05°07'05" E	43.44
L13	N 28°04'53" E	82.09
L14	N 44°12'50" E	107.81
L15	N 34°08'29" E	89.20
L16	S 64°51'42" E	28.84
L17	N 56°21'42" E	48.59
L18	S 84°43'11" E	73.14
L19	N 49°03'58" E	78.29
L20	N 57°37'57" E	30.53
L21	N 38°20'11" E	112.05
L22	N 29°49'33" E	100.77
L23	N 35°23'58" E	118.46
L24	N 32°40'07" W	118.28
L25	S 03°23'07" W	213.09
L26	S 03°23'07" W	200.77
L27	N 05°23'07" E	200.77

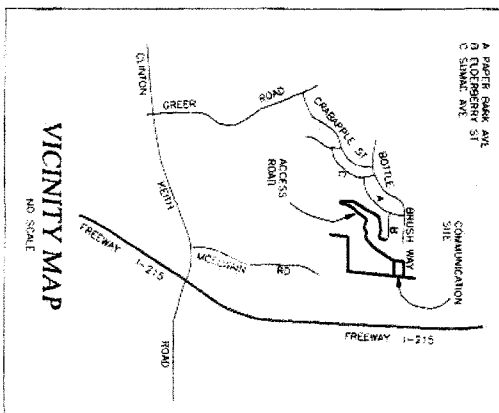
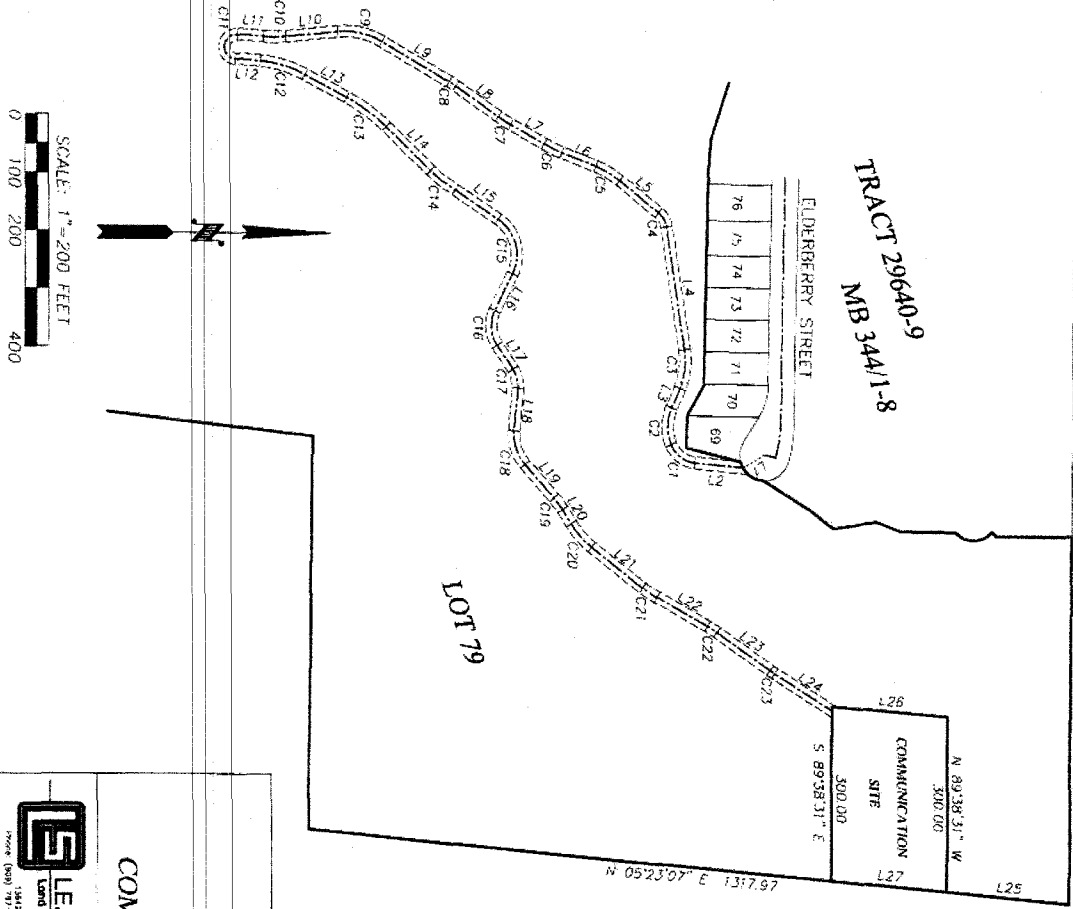


EXHIBIT "B"

CLINTON KEITH SITE

COUNTY OF RIVERSIDE

COMMUNICATION FACILITY SITE ACCESS

LEJA SURVEYING CORP
 LEJA SURVEYING & MAPPING - COURT DIAGRAMS
 1842 Highway 66, Suite 100, San Diego, CA 92108
 Phone: (619) 797-2013 Fax: (619) 797-2878 E-mail: leja@leja.com

DRAWN BY: SJA
 SCALE: 1"=200'
 DATE: 25 JUNE 2008
 SHEET 1 OF 1

PSEC Clinton Keith



Selected parcel(s):
392-240-015

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...Tue Jun 23 09:28:17 2009

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

**EVANDEL, LP
A California Limited Partnership**

AS SELLER

AND

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

AS BUYER

RELATING TO

**Assessor's Parcel Numbers: 392-240-015 & 392-240-094
Murrieta, California**

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this ____ day of _____, 2009, by and between COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Buyer"), and EVANDEL, LP, A California Limited Partnership, ("Seller").

WHEREAS, Lennar Greer Ranch Venture, LLC, a California limited liability company ("Record Landowner") is the owner of certain real property consisting of a larger parcel of vacant land of approximately 48.85 acres identified by Assessor's Parcel Numbers 392-240-015 and 392-240-094, located in the City of Murrieta, County of Riverside, California, more particularly described in Attachment A, attached hereto and incorporated herein (the "Lennar Greer Ranch Property").

WHEREAS, Record Landowner Seller entered into that certain Option Agreement, dated November 26, 2008 (as now or hereinafter amended, the "Option Agreement"), pursuant to which Seller obtained an option to purchase the Property (as defined below).

WHEREAS, pursuant to the terms of the Option Agreement, Seller desires to exercise its option to purchase the Property and to elect that Record Owner convey, transfer, or grant the Property directly to Seller designee, the County.

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement the following terms will be defined as follows:

(a) **"Effective Date":** The Effective Date is the date on which this Agreement is executed by both parties as listed on the signature page of this Agreement;

(b) **"Property":** The "Property" consists of: (i) a fee interest in a portion of the Lennar Greer Ranch Property, which portion is more particularly described in Attachment A-1 attached hereto and incorporated herein (the "Fee Parcel"); and (ii) a twenty foot wide access easement, appurtenant to the Fee Parcel, across the portion of the Lennar Greer Ranch Property more particularly described in Attachment A-2 attached hereto and incorporated herein (the "Access Easement");

(c) **"Purchase Price":** The Purchase Price for the Property is Ninety One Five Thousand Dollars (\$91,000).

(d) **"Escrow Holder":** LandAmerica Lawyers Title Company at the address set forth in subparagraph (h) below. The Escrow number is 07134755-19 and Janette DeLap is the Escrow Officer;

(e) **"Title Company":** Lawyers Title Company at the address set forth in subparagraph (h) below. The title order number is 07134755-19 and Peggy Jones is the Title Officer;

(f) **"Closing" and "Close of Escrow"**: Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Quitclaim Deed (as defined in Paragraph 5.1) is recorded in the official records of the County of Riverside;

(g) **"Closing Date"**: The Closing Date is ~~June 30~~, 2009, or such sooner date as the parties mutually agree. ;

August 31 mg

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

Seller:

EVANDEL, LP
4001 Via Manzana
San Clemente, CA 92673
Attn: Rich Greer
Telephone: (714)719-6490
Email: rgreer101@gmail.com

Buyer:

COUNTY OF RIVERSIDE
Department of Facilities Management
3133 Mission Inn Avenue
Riverside, California 92507-4199
Attn: James Force
Telephone: (951)955-4800
FAX No: (951) 955-4837
Email: JRForce@rc-facilities.org

Escrow Holder:

LAWYERS TITLE INSURANCE CORPORATION
4141 E. Inland Empire Blvd., Suite 290
Ontario, California 91764
Attn: Janette DeLap
Telephone: (909) 579-3083
Fax: (866) 805-9941
Email: jdelap@ltic.com

Title Company:

LAWYERS TITLE INSURANCE CORPORATION
3480 Vine Street #100
Riverside, California 92507
Attn: Peggy Jones, Title Officer
Telephone: (951) 774-0825
Fax: (951) 781-5981
Email: peggyjones@ltic.com

- (i) **Attachments:**
Attachment A – Legal Description of Lennar Greer Ranch Property
Attachment A-1 – Legal Description of the Fee Parcel
Attachment A-2 – Legal Description of the Access Easement
Attachment B – Form of Deed
Attachment C – Notice of Exercise of Option

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property, 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 at the Close of Escrow in cash or other immediately available funds.

3.1 **Eminent Domain.** Buyer enjoys the right of eminent domain and has deemed the location an essential part of a public safety communication system. In the event of the inability to negotiate a voluntary sale under the attached terms and conditions, County staff would recommend condemnation to the Riverside County Board of Supervisors. Seller asserts that the property value is in excess of the Purchase Price herein, wishes to assist the County in development of a public safety communication system and may seek to treat the sale as a bargain sale under tax codes.

3.2 **Agreement.** Upon the approval of this Agreement and execution by the Board of Supervisors, 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. Until the close of Escrow, Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "Escrow") with Escrow Holder within three (3) business days after the Effective Date by delivery to Escrow Holder a fully executed original or originally executed counterparts of this Agreement and this date shall be the official Opening Date of Escrow, referenced herein. The Close of Escrow shall be contingent upon the approval by the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale and Joint Escrow Instructions document. This contingency will be removed from Escrow upon the receipt of the Signed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors into Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. In the event CEQA has not been completed or the Board of Supervisors has not approved this Agreement on or before June 30, 2009, this Agreement shall be null and void and both parties shall be relieved from any liabilities and/or obligations under this Agreement. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

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

(a) A Quitclaim Deed ("**Quitclaim Deed**"), in the form attached to this Agreement as Attachment B, duly executed and acknowledged by Record Landowner and in recordable form conveying fee simple title to the Property to Buyer; and

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

5.2 By Buyer. On or prior to the Closing Date (and in any event in a 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:

(a) The Purchase Price in accordance with Paragraph 3.1; and

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 12.

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

6. **Condition of Title.**

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

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

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

(c) Matters affecting the condition of title to the Property created by or with the written consent of Buyer; and

(d) Any matters known to Buyer and/or which would be shown by a survey of the Property or by inquiry in possession of the Property.

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

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

(a) Title. Buyer has obtained a preliminary report for the Property prepared by the Title Company dated as of August 21, 2008, and referenced as Order No. 07134755-19 together with copies of the documents described in such report. Buyer hereby

objects to exceptions as shown in the preliminary report: #17 (the "Disapproved Exception"). Seller will have ten (10) days after the Effective Date to advise Buyer if:

(i) Seller will remove the Disapproved Exception or obtain appropriate endorsements to the title policy on or before the Closing Date; or

(ii) Seller will not cause the Disapproved Exception to be removed. If Seller advises Buyer that it will not cause the exceptions to be removed (or if Seller fails to respond within ten (10) days after the Effective Date), Buyer will have ten (10) days to elect, at its sole remedy, to:

(iii) Proceed with the purchase and acquire the Property subject to such Disapproved Exception without reduction in the Purchase Price; or

(iv) Cancel the Escrow and this Agreement by written notice 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 elected to proceed with this transaction.

If Seller commits to remove any objection to title and fails to do so by the Closing Date, Seller will be in default under this Agreement and Buyer may, at Buyer's election, 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 the original or true copies of all, past hazardous material studies, soil reports, and similar information which it may have in its possession relating to the Property except as specifically set forth herein, such items shall be delivered by Seller to Buyer and shall be to the best of Seller's actual knowledge, true and correct and complete copies of the items in Seller's possession and except as expressly set forth herein, Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller. The conditions set forth in this paragraph are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Paragraph 5 and 6.1 and the removal of the items described in Paragraph 7.1.

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

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing for disbursement as directed hereunder, all cash or other immediately available funds from Buyer in accordance with this Agreement; and

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3.

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

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.

8. **Due Diligence By Buyer.**

8.1 Matters To Be Reviewed. Buyer must complete its due diligence and approve the following matters prior to the Closing Date (the "**Due Diligence Period**"). Seller shall cooperate with Buyer in its investigation.

(a) The physical condition of the Property at the time of sale, including without limitation, any soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws, including any laws relating to hazardous and toxic materials and all applicable government ordinances, rules and regulations and evidence of Seller's compliance therewith including without limitation zoning and building regulations;

(b) All applicable government ordinances, rules and regulations and evidence of Seller's compliance therewith including without limitation zoning and building regulations; and

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

8.2 Notice and Resolution of Objections.

(a) If Buyer fails to notify Seller in writing of any objections to items (a) and (b) in Paragraph 8.1 above or to request an extension prior to the end of the Due Diligence Period then Buyer shall be deemed to have approved such items and elected to proceed with the acquisition of the Property.

(b) If Buyer notifies Seller in writing of any objections to the condition of the Property at the time of sale or any other matters relating to the Property as set forth in Section 8.1 prior to the end of the Due Diligence Period, the parties will have five (5) business

days to agree upon a resolution of the objections(s). If the parties, in their sole discretion, cannot agree upon a resolution, either party shall have the right to terminate this Agreement pursuant to Section 3 above upon written notice to the other party and to Escrow Holder

(c) In the absence of a timely objection or notice of termination, Buyer will be deemed to have knowingly approved the condition of Property at the time of sale and waived any of its objections, and this Agreement will continue in full force and effect.

9. **No Side Agreements or Representations.** Buyer represents and warrants 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 defined in Paragraph 16.1 and the existence or non-existence of Hazardous Substances as defined in Paragraph 16.1 on, in or under the Property. Buyer further represents and warrants that in purchase the Property, Buyer is relying upon its own inspections and investigations in proceeding with this Agreement.

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

11. **Costs and Expenses.**

Seller will pay:

- (a) Seller's share of prorations.

Buyer will pay:

- (a) All escrow fees and costs;
- (b) The cost of the Title Policy and any title endorsements; and
- (c) Buyers share of prorations.

12. **Prorations.**

12.1 **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 (or Record Landowner) 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 Collector/Assessor for the property tax exemption. Any prorated refund that will be due the Record Landowner will be refunded to the Record Landowner by the county Tax Collector/Assessor outside of Escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Not applicable.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property and therefore entitled to the income there from and responsible for the expenses thereof for the entire day upon which the Closing occurs. All 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.

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

13.1 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 all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11, 12 and 18.1, (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Quitclaim Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the 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 Buyer.

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

14.1 Each party has the legal power, right and authority to enter into this Agreement and to consummate this transaction.

14.2 Evandel has been granted the legal power, right and authority to sell the Property. Evandel has exercised its option to purchase as shown in Attachment C, Notice of Exercise, attached hereto and by this reference incorporated herein, which satisfies the terms of said Option Agreement and in order to legally enter into this Purchase and Sale Agreement and Joint Escrow Instructions with the County.

14.3 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 any, have the legal power, right and actual authority to bind each party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this 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, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

15. Indemnification.

15.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. This indemnification shall include all costs and attorney fees.

15.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold Seller and Record Landowner harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits arising out of the ownership and/or operation of the Property after the Closing Date or any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant to this Agreement. This indemnification shall include all costs and attorney fees.

16. Hazardous Substances.

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

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

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

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

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

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller and/or Record Landowner in the normal course of use and operation of the Property 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.

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

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least one (1) business day's prior notice of any on-site testing of soil or subsurface conditions;

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

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

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

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

18.1 Waiver of Specific Performance and Lis Pendens. In the event the Close 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 to, a licensed real estate broker (individual or corporate), agent, or finder or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for, performance of any other obligation or act except those of the waiving party which will be extended by a period of time equal to the period of the delay.

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

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

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

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

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

19.9 Survival. Any provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

19.10 Brokers. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed any broker and/or finder to represent its interest in this

transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fees in connection with the conveyance of the Property arising out of agreements by the indemnifying party to pay any commission or finder's fee.

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

19.12 Access Easement. Buyer acknowledges and agrees, for the benefit of both Seller and Record Landowner, that (i) the Access Easement is within and part of a conservation area required under Record Landowner's permits and approvals issued by the U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service; (ii) the Access Easement is covered by that certain Conservation Easement in favor of the Elsinore-Murrieta-Anza Resource Conservation District, recorded on March 27, 2009, in the Official Records of Riverside County as Document No. 2009-0151527 (the "Conservation Easement"); (iii) the road within the Access Easement (the "Access Road") shall remain unimproved; (iv) no vehicles, or any other equipment, will be allowed off of the Access Road and into the adjacent Conservation Easement area except to the extent necessary to repair the Access Road, provided that Buyer furnishes the holder of the Conservation Easement with written notice of such repair work at least seven days prior to initiation of such repairs, and provided that Buyer restores any damage to the Conservation Easement area that occurs as a result of such repair work; and (v) parking on or off of the Access Road within the easement is prohibited.

19.13 Assignment. Buyer shall neither assign Buyer's rights nor delegate Buyer's obligations hereunder without Seller's prior written consent which may be withheld in Seller's sole discretion.

19.14 Attorneys Fees. In any action or proceeding brought to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover ~~actual~~ attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover ~~actual~~ attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

[Signatures begin on following page.]

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

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

Dated: 5/4/09

SELLER:

EVANDEL, LP, a California limited partnership

By: General Mortgage and Development Corp., a California corporation, its General Partner

By: 
Michael Greer, Vice-President

BUYER:

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

By: _____
Jeff Stone, Chairman
Board of Supervisors

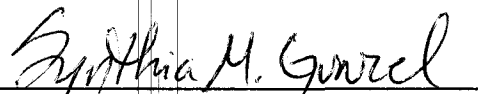
ATTEST:

Nancy Romero
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

ATTACHMENT A

Legal Description of the Lennar Greer Ranch Parcel

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot 79 of Tract No. 29640-9, in the City of Murrieta, County of Riverside, State of California, as per map recorded in Book 344, of Maps, Pages 1 through 8, inclusive, Riverside County Records.

End of Legal Description

ATTACHMENT A-1

Legal Description of the Property

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

LEGAL DESCRIPTION OF COMMUNICATION SITE

THAT PORTION OF LOT 79 OF TRACT NO. 29640-9, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 344, PAGES 1 THRU 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 79; THENCE S 5°23'07" W, ALONG THE EAST LINE OF LOT 79, A DISTANCE OF 213.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 89°38'31" W, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 79, A DISTANCE OF 300.00 FEET; THENCE S 5°23'07" W, ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 79, A DISTANCE OF 200.77 FEET; THENCE S 89°38'31" E, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 79, A DISTANCE OF 300.00 FEET TO THE EAST LINE OF LOT 79; THENCE N 5°23'07" E, ALONG THE EAST LINE OF LOT 79, A DISTANCE OF 200.77 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.38 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD IF ANY.

ATTACHMENT A-2

Legal Description of the Access Easement

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

LEGAL DESCRIPTION OF COMMUNICATION SITE ACCESS ROAD

THAT PORTION OF LOT 79 OF TRACT NO. 29640-9, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 344, PAGES 1 THRU 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE RADIUS POINT AT THE CENTER OF THE CUL DE SAC AT THE EAST END OF ELDERBERRY STREET AS SHOWN ON SAID MAP; THENCE S 31°00'11" E, A DISTANCE OF 43.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ELDERBERRY STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE S 5°55'14" W, A DISTANCE OF 84.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 84°04'46" W, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°39'22", A DISTANCE OF 53.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS N 22°25'24" W, A DISTANCE OF 80.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°59'48", A DISTANCE OF 64.22 FEET; THENCE N 66°25'37" W, A DISTANCE OF 36.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS S 23°34'23" W, A DISTANCE OF 120.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°11'14", A DISTANCE OF 67.41 FEET; THENCE S 81°23'10" W, A DISTANCE OF 213.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 8°36'50" E, A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°30'16", A DISTANCE OF 28.98 FEET; THENCE S 39°52'53" W, A DISTANCE OF 86.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 50°07'07" E, A DISTANCE OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°05'56", A DISTANCE OF 47.38 FEET; THENCE S 21°46'57" W, A DISTANCE OF 63.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 68°13'03" W, A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°49'03", A DISTANCE OF 34.11 FEET; THENCE S 29°36'00" W, A DISTANCE OF 66.41 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 60°24'00" W, A DISTANCE OF 250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°51'19", A DISTANCE OF 25.55 FEET; THENCE S 35°27'20" W, A DISTANCE OF 89.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 54°32'40" E, A DISTANCE OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A

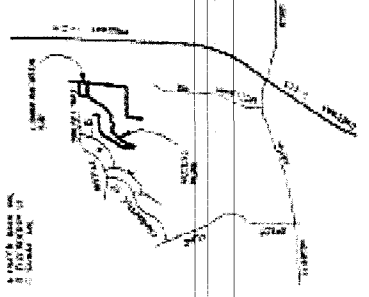
CENTRAL ANGLE OF 4°59'36", A DISTANCE OF 13.07 FEET; THENCE S 30°27'44" W, A DISTANCE OF 135.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY THE RADIUS POINT OF WHICH BEARS S 59°32'16" E, A DISTANCE OF 125.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°20'54", A DISTANCE OF 79.30 FEET; THENCE S 5°53'11" E, A DISTANCE OF 89.67 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY THE RADIUS POINT OF WHICH BEARS S 84°06'49" W, A DISTANCE OF 200.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'15", A DISTANCE OF 38.41 FEET; THENCE S 5°07'05" W, A DISTANCE OF 44.85 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS S 84°52'55" E, A DISTANCE OF 21.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 65.97 FEET; THENCE N 5°07'05" E, A DISTANCE OF 43.44 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY THE RADIUS POINT OF WHICH BEARS S 84°52'55" E, A DISTANCE OF 200.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°57'18", A DISTANCE OF 80.13 FEET; THENCE N 28°04'23" E, A DISTANCE OF 82.09 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 61°55'37" E, A DISTANCE OF 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°08'06", A DISTANCE OF 84.48 FEET; THENCE N 44°12'30" E, A DISTANCE OF 107.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 45°47'30" W, A DISTANCE OF 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°03'31", A DISTANCE OF 52.67 FEET; THENCE N 34°08'59" E, A DISTANCE OF 89.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS S 55°51'01" E, A DISTANCE OF 75.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°19'29", A DISTANCE OF 106.45 FEET; THENCE S 64°31'32" E, A DISTANCE OF 70.04 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS N 25°28'28" E, A DISTANCE OF 60.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°06'36", A DISTANCE OF 61.90 FEET; THENCE N 56°21'52" E, A DISTANCE OF 48.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY THE RADIUS POINT OF WHICH BEARS S 33°38'08" E, A DISTANCE OF 50.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°52'57", A DISTANCE OF 33.93 FEET; THENCE S 84°45'11" E, A DISTANCE OF 73.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY THE RADIUS POINT OF WHICH BEARS N 5°14'49" E, A DISTANCE OF 75.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°10'51", A DISTANCE OF 61.76 FEET; THENCE N 48°03'58" E, A DISTANCE OF 75.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 41°56'02" E, A DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°33'59", A DISTANCE OF 25.04 FEET; THENCE N 57°37'57" E, A DISTANCE OF 30.53 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 32°22'03" W, A DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°17'46" , A DISTANCE OF 50.52 FEET; THENCE N

38°20'11" E, A DISTANCE OF 112.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 51°39'49" W, A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°30'28", A DISTANCE OF 29.70 FEET; THENCE N 29°49'43" E, A DISTANCE OF 100.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY THE RADIUS POINT OF WHICH BEARS S 60°10'17" E, A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°33'55", A DISTANCE OF 19.43 FEET; THENCE N 35°23'38" E, A DISTANCE OF 113.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY THE RADIUS POINT OF WHICH BEARS N 54°36'22" W, A DISTANCE OF 200.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°42'39", A DISTANCE OF 9.46 FEET; THENCE N 32°40'59" E, A DISTANCE OF 118.26 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN THE SOUTHERLY RIGHT OF WAY OF ELDERBERRY STREET OR THE SOUTHWESTERLY BOUNDARY OF THE COMMUNICATION SITE SHOWN ON EXHIBIT "B" ATTACHED HERETO.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD IF ANY.

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

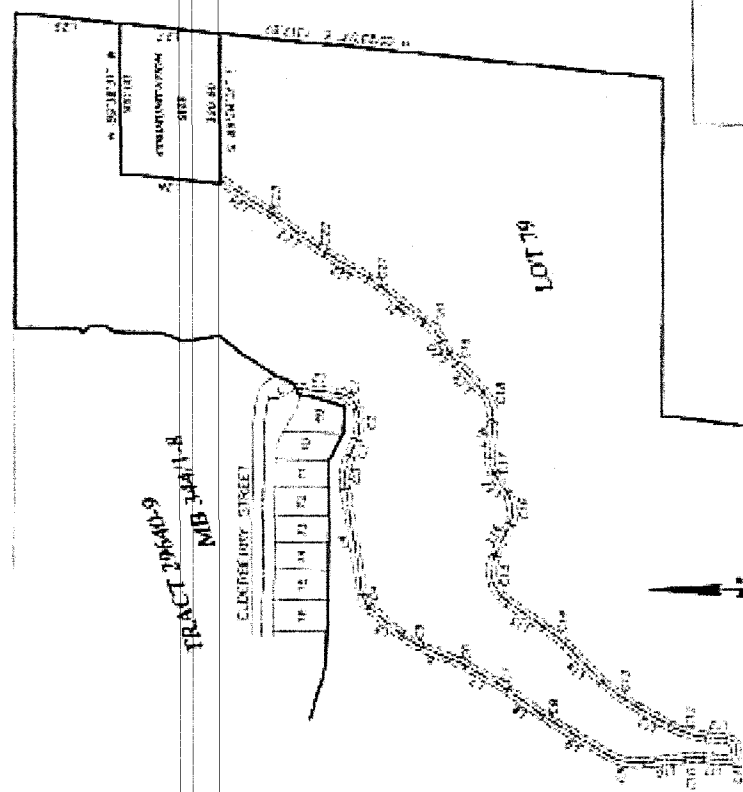


VICINITY MAP
SCALE: 1" = 100'

EXHIBIT "B"
CLINTON KEITH SITE
 COUNTY OF RIVERSIDE
 COMMUNICATION FACILITY SITE ACCESS

DATE: 11/11/11
 DRAWN BY: J. J. JAMES, PLS
 SHEET 1 OF 1

LEIA SURVEYING CORP.
 1000 W. 10th Street, Suite 100
 San Diego, CA 92101
 Phone: 619-594-1111 Fax: 619-594-1112
 www.leiasurveying.com



NO	ANGLE	BEARING	DISTANCE
1	S 89° 50' 31" E	43.00	
2	S 89° 50' 31" E	56.28	
3	N 89° 50' 31" E	218.72	
4	N 89° 50' 31" E	208.78	
5	S 21° 46' 33" W	63.26	
6	S 20° 38' 00" W	66.41	
7	S 16° 37' 20" W	490.38	
8	S 20° 38' 00" W	140.87	
9	S 89° 50' 31" E	44.34	
10	N 89° 50' 31" E	63.26	
11	N 89° 50' 31" E	49.49	
12	N 89° 50' 31" E	107.41	
13	S 89° 50' 31" E	50.53	
14	N 89° 50' 31" E	48.35	
15	N 89° 50' 31" E	73.74	
16	N 89° 50' 31" E	26.28	
17	N 89° 50' 31" E	20.27	
18	N 89° 50' 31" E	102.91	
19	N 89° 50' 31" E	115.14	
20	N 89° 50' 31" E	178.28	
21	N 89° 50' 31" E	313.08	
22	N 89° 50' 31" E	300.77	
23	N 89° 50' 31" E	300.77	

EXHIBIT B

Sample only – DO NOT EXECUTE

ATTACHMENT 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)

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

PROJECT: PSEC
APN: 392-240-015 (Fee conveyance)
and 392-240-094 (Easement)

QUITCLAIM DEED

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

**Lennar Greer Ranch Venture, LLC,
a California limited liability company**

does hereby REMISE, RELEASE AND QUITCLAIM to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Grantee"), the following real property in the City of Murrieta, County of Riverside, State of California, more particularly described on Exhibits "A" and "B" attached hereto: a fee conveyance labeled "Parcel 1" (the "Property"), and a non-exclusive easement for access appurtenant to the Property and labeled "Parcel 2" *(the "Easement")

The foregoing conveyance is made subject to all of the following (collectively, the "Covenants and Restrictions");

1. That certain Conservation Easement in favor of the Elsinore-Murrieta-Anza Resource Conservation District, recorded on March 27, 2009, in the Official Records of Riverside County as Document No. 2009-0151527 (the "Conservation Easement").
2. All other liens, encumbrances, covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record, apparent, or known to Grantee.

Sample only – DO NOT EXECUTE

3. The access road within the Easement (the "Access Road") shall remain unimproved;
4. No vehicles, or any other equipment, will be allowed off of the Access Road and into the adjacent Conservation Easement area except to the extent necessary to repair the Access Road, provided that Grantee furnishes the holder of the Conservation Easement with written notice of such repair work at least seven days prior to initiation of such repairs, and provided that the County restores any damage to the Conservation Easement area that occurs as a result of such repair work; and
5. Parking on or off of the Access Road within the easement is prohibited.

Dated: _____

GRANTOR:

Lennar Greer Ranch Venture, LLC,
a California limited liability company,

By: Lennar Homes of California, Inc.
a California corporation,
its sole member

By: _____
Greg McGuff,
Vice President

Sample only – DO NOT EXECUTE

Grantee hereby assumes and agrees (for the benefit of both Grantor and Elsinore-Murrieta-Anza Resource Conservation District,) to comply with all of the terms, conditions, and obligations set forth in the Conservation Easement, as if Grantee had signed as the "Grantor" thereunder. Grantee agrees to indemnify, defend and hold harmless Grantor, its manager(s) and member(s), and its and their subsidiaries, affiliated companies, employees, officers, directors, shareholders, members, successors and assigns from all claims, loss, liability, damages, costs and expenses (including attorneys' fees) arising from or related to a breach of (or failure to comply with) the Conservation Easement and other Covenants and Restrictions after the date this Deed is recorded.

Dated: _____

COUNTY OF RIVERSIDE,
a political subdivision

By: _____

Name: _____

Title: _____

Sample only – DO NOT EXECUTE

ATTACHMENT C
Notice of Exercise of Option

CONFIRMATION OF EXERCISE OF OPTION

Assessor Parcel Number: 392-240-15 Fee Simple Ownership and Non-exclusive Easement over Portions of 392-240-094.

Evandel, L.P., a California limited partnership ("Optionee"), hereby declares and confirms that:

1. Optionee has exercised its right to purchase the real property described in that certain unrecorded Option Agreement, dated November 26, 2008 (as now or hereinafter amended, the "Option Agreement"), between Optionee and Evandel, L.P., a California limited partnership ("Optionor"); and

2. Pursuant to Section 4(e) of the Option Agreement, Optionee intends to direct Optionor to deed the property directly to the County of Riverside in a conveyance that will be exempt from (or in compliance with) the Subdivision Map Act.

This Confirmation may be relied upon by both Optionor and the County of Riverside.

Evandel, L.P.,
a California limited partnership

By: General Mortgage and Development Corp.,
a California corporation, its General Partner

By: _____
Michael Greer, Vice-President

The undersigned Optionor hereby acknowledges the proper exercise of the option by Optionee, subject to the terms and conditions set forth in the Option Agreement including, without limitation, the condition precedent that the conveyance of the Property pursuant to the Option Agreement will not violate the Subdivision Map Act.

Lennar Greer Ranch Venture, LLC,
a California limited liability company,

By: Lennar Homes of California, Inc.
a California corporation, its sole member

By: _____
Greg McGuff, Vice President