

443



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

FROM: Economic Development Agency

SUBMITTAL DATE:
July 29, 2010

SUBJECT: Resolution No. 2010-174, Authorization to Purchase Real Property, Assessor's Parcel Number 583-070-008 for the Public Safety Enterprise Communications Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2010-174, Authorization to Purchase Real Property, Riverside County Assessor's Parcel Number 583-070-008, consisting of 4.84 acres;
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; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$86,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$86,500	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

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

Reviewed by: Christopher Hans
 FORM APPROVED COUNTY COUNSEL
 BY: SYNTIA M. GUNZEL DATE: 6-23-10
 Matt Frymire, Chief Information Officer
 Riverside County Information Technology
 By: [Signature]
 FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: [Signature] 6-28-10
 TANYA S. GARRIS
 Dept't ReComm: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: XXXX District: 3 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.32

RECOMMENDED MOTION: (continued)

3. Authorize the Assistant County Executive Officer of the Economic Development Agency, 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 a PSEC site located near Highway 371 in the Aguanga area. The Phase I report for said subject property indicates no contamination.

This site will house a new microwave and radio communication site composed of a radio tower, cabinetry and a backup generator in a fenced compound. The County has reached agreement on a voluntary sale with the owners for a residential property situated on 4.84 acres of land. Access is from an existing dirt road. Electrical service already exists to the property.

This resolution has been reviewed and approved by County Counsel as to legal form. The Notice of Intent to Purchase Real Property was published pursuant to Section 25350 of the California Government Code.

FINANCIAL DATA:

The following summarizes the funding necessary to acquire Assessor's Parcel Number 583-070-008:

Purchase Price	\$79,000
Title Insurance and Escrow	<u>\$ 7,500</u>
TOTAL	\$86,500

All costs associated with these acquisitions are fully funded through the PSEC budget for FY 2010/11; thus, no additional net county cost will be incurred as a result of these transactions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Board of Supervisors

County of Riverside

Resolution No. 2010-174
Authorization to Purchase Real Property
Public Safety Enterprise Communications Project
Assessor's Parcel Number: 583-070-008
Owners: Carlos J. Godinez & Emma Godinez

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on August 10, 2010, 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 the County to purchase real property from Carlos J. Godinez & Emma Godinez for a purchase price not-to-exceed Seventy Nine Thousand Dollars (\$79,000) and closing costs not-to-exceed Seven Thousand Five Hundred Dollars (\$7,500), located in the County of Riverside, State of California, identified as a portion of Riverside County Assessor's Parcel Number 583-070-008, more particularly as shown in Exhibit "I", attached hereto and thereby made a part hereof, consisting of approximately 4.84 acres of land and a vacant mobile home consisting of approximately one thousand two hundred fifty four (1,254) square feet situated thereon.

BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of Supervisors is hereby authorized to execute any and all documents necessary to purchase the property.

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

///
///
///

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-23-10
SYNTHIA M. GUNZEL DATE

JRF:jw
6/15/10
0711T
13.353

EXHIBIT 1



Selected parcel(s):
583-070-008

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Tue May 18 11:36:55 2010
Version 100412

Godinez Property

NOTICE OF INTENT TO PURCHASE REAL PROPERTY IN THE UNINCORPORATED AREA
OF AGUANGA BY THE COUNTY OF RIVERSIDE

Notice is hereby given pursuant to Section 25350 of the California Government Code and that the Board of Supervisors of the County of Riverside intends to purchase real property identified as Assessor's Parcel Number 583-070-008, and it will consider County Resolution 2010-173 and an Agreement of Purchase and Sale on August 10, 2010, or as soon thereafter as the agenda of the Board permits, at the Riverside County Administrative Center, 4080 Lemon St., 1st Floor, Riverside, California to consider the following:

PROJECT DESCRIPTIONS AND LOCATION

It is proposed that the Board approve Resolution 2010-174 and the Purchase and Sale Agreement by and between Carlos J. Godinez and Emma Godinez and the County of Riverside. The proposed agreement specifies that parcel known as Assessor's Parcel Number 583-070-008, consisting of approximately 4.84 acres, located at 45552 Highway 371, Aguanga, in the County of Riverside, will be purchased for \$79,000.

At any time, not later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Supervisors at the address above. At the hour set forth above, the Board of Supervisors shall proceed to hear and pass upon all written and oral testimony relating to the proposed action. Interested persons may obtain a copy of the proposed agreement at the Riverside County Economic Development Agency, 3403 10th Street, Suite 500, Riverside, CA 92501, or by calling James Force at (951) 955-4822.

JRF:jg
06/16/10
0711T
13.433

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

**CARLOS J. GODINEZ and EMMA GODINEZ
Husband and Wife as Joint Tenants**

AS SELLER

AND

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

AS BUYER

RELATING TO

**Assessor's Parcel Number: 583-070-008
45552 Highway 371, Aguanga, California**

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

2 Seller: CARLOS J. GODINEZ and EMMA GODINEZ
3 31339 Janelle Lane
4 Winchester, California 92596-8700
5 Telephone: (951) 926-5032

6 Buyer: COUNTY OF RIVERSIDE
7 3403 10th Street, Suite 500
8 Riverside, California 92501
9 Attn: James Force
10 Telephone: (951) 955-4800
11 Fax No: (951) 955-4837
12 Email: JRForce@rivcoeda.org

13 Escrow Holder: STEWART TITLE
14 2010 Main Street, Suite 250
15 Irvine, California 92614
16 Attn: Grace Kim
17 Telephone: (949) 224-8606
18 Fax: (714) 242-9886
19 Email: gkim@stewart.com

20 Title Company: LAWYERS TITLE
21 4100 Newport Place Drive, Suite 120
22 Irvine, California 92660
23 Attn: Chris Maziar, Title Officer
24 Telephone: (949) 724-3170
25 Email: cmaziar@ltic.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 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 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 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

1 escrow.

2 4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow
3 Holder within three (3) business days after the Effective Date by delivery to Escrow Holder a
4 fully executed original or originally executed counterparts of this Agreement and this date shall
5 be the official Opening Date of Escrow referenced herein. This purchase shall be contingent
6 upon the approval by the Board of Supervisors of the Authorization to Purchase and the
7 approval of the Purchase and Sale and Joint Escrow Instructions document. This contingency
8 will be removed from escrow upon the receipt of the Signed Purchase and Sale Agreement and
9 Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller
10 agree to execute any additional instructions reasonably required by the Escrow Holder. In the
11 event the Board of Supervisors has not approved this Agreement on or before July 28, 2008,
12 this Agreement shall be null and void and both parties shall be relieved from any liabilities
13 and/or obligations under this Agreement. If there is a conflict between any printed escrow
14 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
14 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 manner
16 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause
17 to be delivered to Escrow Holder the following items:

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

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

20 5.3 **By Buyer and Seller.** Buyer and Seller will each deposit such other
21 instruments consistent with this Agreement as are reasonably required by Escrow Holder or
22 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title
23 Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the
24 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**");

25 ///

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

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

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

7 (d) Any matters which would be shown by a survey of the Property or
8 by inquiry in possession of the Property. Buyer has been advised by seller and accepts the
9 encroachment of a block wall three feet from the Westerly property line of said parcel, and the
10 fence encroachment by the adjacent property of unknown distance from the Easterly property
11 line of said parcel. The block wall and fence are not to be demolished or removed, and have
12 been acknowledged as a restriction to the deed.

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

14 **7.1 Conditions Precedent to Buyer's Obligations.** The following conditions
15 must be satisfied not later than the Closing Date or such other period of time as may be
16 specified below:

17 (a) Title. Buyer has obtained a preliminary report for the Property
18 prepared by the Title Company dated as of May 23, 2998, and referenced as Order No. 21209
19 together with copies of the documents described in such report. Buyer hereby objects to
20 exceptions 7, and 8 as shown in the preliminary report. Seller will have ten (10) days after the
21 Effective Date to advise Buyer that:

22 (i) Seller will remove any objectionable exceptions to title or
23 obtain appropriate endorsements to the title policy on or before the Closing Date; or

24 (ii) Seller will not cause the exceptions to be removed. If
25 Seller advises buyer that it will not cause the exceptions to be removed, 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 exceptions 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.

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

3 (c) Delivery of Information. Within ten (10) days after the Opening of
4 Escrow, seller shall deliver to buyer the original or true copies of all surveys, plans and
5 specifications, residential disclosure statements (as required), building conditions audits, past
6 hazardous material studies, as-built drawings, building permits, certificates of occupancy,
7 certificates of completion, soil reports, engineers' reports, other contracts, but not limited to,
8 studies 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.

9 The conditions set forth in this Paragraph are solely for the benefit of
10 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.

11 The Close of Escrow and Buyer's obligations with respect to this
12 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.

13 7.2 Conditions Precedent to Seller's Obligations. The following shall be
14 conditions precedent to Seller's obligation to consummate the purchase and sale transaction
contemplated herein:

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

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

19 The conditions set forth in this Paragraph are solely for the benefit of
20 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.

21 7.3 Termination of Agreement. In the event that, for any reason, the Closing
22 does not occur on or before the Closing Date, either party to this Agreement, who is not in
23 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
24 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
25 Agreement and the Escrow created hereunder.

///
///
///

1 **8. Due Diligence By Buyer.**

2 8.1 Matters To Be Reviewed. Buyer must complete its due diligence and
3 approve the following matters prior to the Closing date (the "**Due Diligence Period**"). Seller
4 shall cooperate with Buyer in its investigation.

5 (a) The physical condition of the Property at the time of sale,
6 including without limitation, any structural components, electrical, system, plumbing or any
7 irrigation system, paving, soil conditions, the status of the Property with respect to hazardous
8 and toxic materials, if any, and in compliance with all applicable laws, including any laws
9 relating to hazardous and toxic materials and all applicable government ordinances, rules and
10 regulations and evidence of Seller's compliance therewith including without limitation zoning
11 and building regulations;

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

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

17 **8.2 Notice and Resolution of Objections.**

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

22 (b) If Buyer notifies Seller in writing of any objections to the condition
23 of the Property at the time of sale or any other matters relating to the Property as set forth in
24 Section 8.1 prior to the end of the due diligence period, the parties will have five (5) business
25 days to agree upon a resolution of the objections(s); provided however, that if, as a result of
investigations and inspections any deficiencies are found or repairs are needed, the cost to
remedy such deficiencies or to make such repairs shall be the exclusive responsibility of the
Seller. In the event that Seller fails to remedy such deficiencies or to make such repairs within
a reasonable time period then Buyer may terminate this Agreement by written notice to Seller
and Escrow.

 (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.

8.3 Material New Matters. If Buyer discovers any new matter prior to close
of escrow which was:

 (a) Not reasonably discoverable prior to the Close of and Escrow and
that matter is one which:

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

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

3 (iii) Such new matter is of such a nature that, in Buyer's
4 reasonable judgment, it would materially and adversely affect the acquisition, development,
5 sale or use of the Property for Buyer's intended purpose; then Buyer is entitled to treat such
6 new matter as a failure of condition to the Close of Escrow.

7 (b) If Buyer elects to treat such new matter as a failure of condition to
8 the Close of Escrow, Buyer must give notice to Seller of Buyer's election to terminate this
9 Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in
10 no event later than the Closing Date.

11 (c) However, if Buyer gives Seller notice of its election to terminate
12 this Agreement, Seller may elect, in its sole and absolute discretion by written notice to Buyer
13 and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice,
14 to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter,
15 Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order
16 to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to
17 correct the new matter by the Closing Date as extended, Buyer, as Buyer's sole remedy, may
18 terminate this Agreement.

19 **9. No Side Agreements or Representations.** Buyer represents and warrants that
20 prior to the Close of Escrow, Buyer will have had the opportunity to make and will have made
21 such an investigation and inspection of all aspects of the condition of the Property as it has
22 deemed necessary or appropriate, including, but not limited to soils and the Property's
23 compliance or non-compliance with applicable laws, rules, regulations and ordinances
24 (including any Environmental Laws) as defined in Paragraph 16.1 and the existence or non-
25 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 solely
upon

10. **Title Insurance.** At the Close of Escrow, Seller 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.

1 Buyer will pay:

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

5 **12. Prorations.**

6 12.1 Tax Exempt Agency. All parties hereto acknowledge that the buyer is
7 public entity and exempt from payment of any real property taxes. There will be no proration of
8 taxes through escrow. Seller will be responsible for payment of any real property taxes due
9 prior to close of escrow. In the event any real property taxes are due and unpaid at the close of
10 escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds
11 due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept
12 partial payment of an installment of the real property taxes due at the close of escrow. At the
13 close of escrow, the Buyer will file any necessary documentation with the County Tax
14 Collector/Assessor for the property tax exemption. Any prorated refund that will be due the Seller
15 will be refunded to the Seller by the county Tax Collector/Assessor outside of escrow and
16 Escrow Holder shall have no liability and/or responsibility in connection therewith.

12 12.2 Utility Deposits. Seller will notify all utility companies servicing the
13 Property of the sale of the Property to Buyer and will request that such companies send Seller
14 a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the
15 utility companies that all utility bills for the period commencing on the Close of Escrow are to be
16 sent to Buyer. In addition to the Purchase Price, Buyer will pay to Seller an amount equal to the
17 total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's
18 right, title and interest in any such utility deposits. If Seller receives a bill for utilities provided to
19 the Property for the period in which the Close of Escrow occurred, Seller will pay the bill.

17 12.3 Method of Proration. For purposes of calculating prorations, Buyer shall
18 be deemed to be in title to the Property and therefore entitled to the income there from and
19 responsible for the expenses thereof for the entire day upon which the Closing occurs. All
20 prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five
21 (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant
22 to this Paragraph 13 shall survive the Closing and shall not merge into any documents of
23 conveyance delivered at Closing.

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

22 13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited
23 with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit
24 all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11, 12 and
25 18.1 (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds
deposited by Buyer to Buyer.

25 13.2 Recording. Cause the Grant Deed to be recorded with the County

1 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

2 13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

3 13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the
4 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by
5 Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by
6 Buyer.

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

10 14.1 Each party has the legal power, right and authority to enter into this
11 Agreement and to consummate this transaction.

12 14.2 The individuals executing this Agreement and the instruments
13 referenced herein on behalf of each party and the partners, officers or trustees of each party, if
14 any, have the legal power, right and actual authority to bind each party to the terms and
15 conditions of those documents.

16 14.3 This Agreement and all other documents required to close this
17 transaction are and will be valid, legally binding obligations of and enforceable against each
18 party in accordance with their terms, subject only to applicable bankruptcy, insolvency,
19 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the
20 rights of contracting parties generally.

21 **15. Indemnification.**

22 15.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold
23 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
24 expenses, damages and losses, cause or causes of action and suit or suits of any nature
25 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 harmless for, from and against any and all claims, demands, liabilities, costs, expenses,
damages and losses, cause or causes or 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

1 limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act
2 of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

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

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

10 16.2 Seller's Representations and Warranties. Except as disclosed in the Due
11 Diligence Materials provided by Seller to Buyer as of the date of this Agreement, to Seller's
12 current actual knowledge per a Phase 1 hazardous material survey dated as of April 4, 2008.

13 (a) No Hazardous Substances exist now or have been used or stored
14 on or within any portion of the Property except those substances which are or have been used
15 or stored on the Property by Buyer in the normal course of use and operation of the Property
16 and in compliance with all applicable Environmental Laws;

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

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

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

25 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;

1 (c) Buyer will not conduct invasive testing of the building without
2 Seller's prior written consent; and

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

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

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

15 18.1 Waiver of Specific Performance and Lis Pendens. In the event the Close
16 of Escrow and the consummation of the transaction contemplated by this Agreement do not
17 occur by reason of a material, uncured default by Seller, Buyer will be entitled to payment of its
18 reasonable out-of-pocket expenses incurred in connection with the transaction. As material
19 consideration to Seller's entering into this Agreement with Buyer, Buyer waives any right: (a) to
20 pursue an action for the specific performance of this Agreement and (b) to record or file a
21 notice of lis pendens or notice of pendency of action or similar notice against any portion of the
22 Property.

23 19. **Miscellaneous.**

24 19.1 Counterparts. This Agreement may be executed in counterparts.

25 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 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.

1 19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that
2 time is strictly of the essence with respect to each and every term, condition, obligation and
provision hereof.

3 19.7 Governing Law. The parties hereto expressly agree that this Agreement
4 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
5 related to this Agreement shall be in the County of Riverside.

6 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.

7 19.9 Survival. Any provisions of this Agreement which by their terms require
8 performance by either party after the Close of Escrow shall survive the Close of Escrow.

9 19.10 Brokers. Seller and Buyer represent and warrant to the other that neither
10 Buyer nor Seller has employed any broker and/or finder to represent its interest in this
11 transaction. Each party agrees to indemnify and hold the other free and harmless from and
12 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
13 any commission or finder's fees in connection with the conveyance of the Property arising out
14 of agreements by the indemnifying party to pay any commission or finder's fee.

15 19.11 Exhibits. Each exhibit attached hereto is incorporated herein by this
16 reference as if set forth in full in the body of this Agreement.

17 ///
18 ///
19 ///

1 19.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate
2 Buyer's obligations hereunder without Seller's prior written consent, which may be withheld in
Seller's sole discretion.

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

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

6 Dated: MAY 13/10

SELLER:

7
8 By: *Carlos Godinez*
Carlos J. Godinez

9
10 By: *Emma Godinez*
Emma Godinez

COUNTY OF RIVERSIDE

11
12
13
14 By: _____
Marion Ashley, Chairman
Board of Supervisors

APPROVED AS TO FORM:
15 Pamela J. Walls
County Counsel

16
17 By: *Synthia M. Gunzel*
18 Cynthia M. Gunzel
Deputy County Counsel

19
20 **ATTEST:**
Kecia Harper-Ihem
Clerk of the Board

21
22 By: _____
Deputy

JRF:jw
05/10/10
071IT
13.325

Exhibit "A"
Legal Description

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

The East Half of the East Half of the North Half of Government Lot 8, in the Northeast Quarter of Section 22, Township 8 South, Range 1 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

Assessor's Parcel Number: 583-070-008-5

Exhibit "B"

Recorded at request of and return to:
Economic Development Agency
Real Property Division
3403 10th Street, Suite 500
Riverside, CA 92501

FREE RECORDING

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

13.325\051010\0711\TJRFjw

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

PROJECT: PSEC Billy Goat
APN: 583-070-008

GRANT DEED

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

Carlos J. Godinez and Emma Godinez
Husband and Wife as Joint Tenants

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

PROJECT: PSEC Billy Goat
APN: 583-070-008

Dated: _____

GRANTOR:

By: _____
Carlos J. Godinez

By: _____
Emma Godinez

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

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.

Dated: _____

By: _____
Robert Field
Assistant County Executive Officer/EDA