

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

315



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
September 23, 2010

**SUBJECT:** Resolution No. 2010-266 Authorization to Purchase Real Property, Public Safety Enterprise Communications Project

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Resolution No. 2010-266 Authorization to Purchase Real Property, Public Safety Enterprise Communications Project, Assessor's Parcel Number 283-030-008 consisting of 9.93 acres;

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)

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER

*Robert Field*

BY Samuel Wong 9/22/10  
SAMUEL WONG

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 327,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

<b>SOURCE OF FUNDS:</b> 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 Sargent

**County Executive Office Signature** Jennifer Sargent

Prev. Agn. Ref.: 3.12 of 9/14/10

District: 1

Agenda Number: 3.17

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 DATE 9-17-10  
 Reviewed by BY: Synthia M. Gunzel  
 Department: Information Technology  
 Name: Christopher Kane  
 By: Greg Steward  
 Title: Standard, Information Technology Officer  
 Department: County Information Technology

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

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or designee, to execute any other documents and administer all actions necessary to complete this transaction.

**BACKGROUND:**

As part of the Public Safety Enterprise Communications (PSEC) project, the County seeks to acquire 9.93 acres of unoccupied land flanking the Lake Mathews/Estelle Mountain Reserve (Exhibit I), identified as Assessor's Parcel Number 283-030-008, as mitigation for land the County plans to lease from Riverside County Habitat Conservation Agency for a proposed facility composed of a tower, outdoor cabinetry, and generator in a fenced compound that would take that land out of the reserve.

Compensation to the owner and transaction costs for the project will be fully funded through the currently appropriated FY 2010/11 PSEC budget.

The purchase of the property is exempt from the provisions of CEQA. Pursuant to CEQA Guidelines, Section 15061, General Rule, Section 15313, Class 13 – Acquisition of Lands for Wildlife Conservation Purposes, a Notice of Exemption was filed with the County Clerk on August 26, 2010, for the 30-day public review period. The proposed purchase has therefore complied with the provisions of CEQA and no additional environmental analysis is required.

The Phase I report for said subject property indicates no contamination.

This Resolution has been reviewed and approved by County Counsel as to legal form. Notice per Government Code 6063 is being completed by the Agency.

**FINANCIAL DATA:**

The following summarizes the funding necessary to acquire Assessor's Parcel Number 283-030-008:

Purchase Price	\$315,000
Title Insurance and Escrow	\$ 7,500
Due Diligence not-to-exceed	\$ 5,000
TOTAL	\$327,500

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 Board of Supervisors

County of Riverside

2  
3 Resolution No. 2010-266  
4 Authorization to Purchase Real Property  
5 Public Safety Enterprise Communications Project  
6 Assessor's Parcel Number: 283-030-008  
7 Owners: Enrique Mendoza & Blanca Estella Mendoza

8 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the  
9 County of Riverside, in regular session assembled on September 14, 2010, at 9:00 a.m., in the  
10 meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative  
11 Center, 4080 Lemon Street, Riverside, California, authorizes the County to purchase real  
12 property from Enrique Mendoza and Blanca Estella Mendoza for a purchase price not-to-  
13 exceed Three Hundred Fifteen Thousand Dollars (\$315,000) and closing costs not-to-exceed  
14 Seven Thousand Five Hundred Dollars (\$7,500), located in the County of Riverside, State of  
15 California, identified as a portion of Riverside County Assessor's Parcel Number 283-030-008,  
16 more particularly as shown in Exhibit "I", attached hereto and thereby made a part hereof,  
17 consisting of approximately 9.93 acres of land.

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

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

24 ///  
25 ///

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel* 9-17-10  
SYNTHIA M. GUNZEL DATE

EXHIBIT 1



**Selected parcel(s):**  
283-030-008

**\*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...Mon Aug 30 10:57:26 2010

Version 100412

Estelle Mountain Mitigation Parcel

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

**ENRIQUE MENDOZA AND BLANCA ESTELLA MENDOZA,  
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: 283-030-008  
11261 Cajalco, Riverside County, California**

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**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 \_\_\_\_\_, 2010, by and between COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Buyer"), and ENRIQUE MENDOZA AND BLANCA ESTELLA MENDOZA, as joint tenants (Seller).

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 Buyer as listed on the signature page of this Agreement;

(b) **"Property":** Seller is the owner of certain real property consisting of approximately 9.83 acres of land located at 11261 Cajalco, Riverside County, California, also known as Assessor's Parcel Number 283-030-008 located in an unincorporated area of Riverside County, California, more particularly described in Exhibit A attached hereto and incorporated herein;

(c) **"Purchase Price":** The Purchase Price for the Property is Three Hundred Fifteen Thousand Dollars (\$315,000.00);

(d) **"Escrow Holder":** Lawyers Title at the address set forth in subparagraph (h) below. The escrow number is 11930736-10 and Grace Kim is the Escrow Officer;

(e) **"Title Company":** Lawyers Title at the address set forth in subparagraph (h) below. The title order number is 11930736-10 and Chris Maziar 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 Grant Deed (as defined in Paragraph 5.1) is recorded in the official records of the County of Riverside;

(g) **"Closing Date":** The Closing Date shall be on or before September 30, 2010, unless otherwise agreed to by both parties;

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

Seller: ENRIQUE MENDOZA and BLANCA ESTELLA MENDOZA  
5815 East La Palma Avenue #53  
Anaheim, California 92807  
Telephone: 714-809-5502

1  
2 Buyer: COUNTY OF RIVERSIDE  
3 3403 10<sup>th</sup> Street, Suite 500  
4 Riverside, California 92501  
5 Attn: James Force  
6 Telephone: (951) 955-4800  
7 Fax No: (951) 955-4837  
8 Email: [JRForce@rivcoeda.org](mailto:JRForce@rivcoeda.org)

9 Escrow Holder: LAWYERS  
10 4100 Newport Place Drive, Suite 120  
11 Irvine, California 92614  
12 Attn: Grace Kim

13 Title Company: LAWYERS TITLE  
14 4100 Newport Place Drive, Suite 120  
15 Irvine, California 92660  
16 Attn: Chris Maziar, Title Officer  
17 Telephone: (949) 724-3170  
18 Email: [cmaziar@ltic.com](mailto:cmaziar@ltic.com)

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

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

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

3.1 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 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. This purchase 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. Buyer and Seller

1 agree to execute any additional instructions reasonably required by the Escrow Holder. In the  
2 event the Board of Supervisors has not approved this Agreement on or before September 28,  
3 2010, this Agreement shall be null and void and both parties shall be relieved from any  
4 liabilities and/or obligations under this Agreement. If there is a conflict between any printed  
5 escrow instructions and this Agreement, the terms of this Agreement will govern.

6  
7 **5. Deliveries to Escrow Holder.**

8 **5.1 By Seller.** On or prior to the Closing Date, Seller will deliver or cause to  
9 be delivered to Escrow Holder the following items:

10 (a) A Grant Deed ("**Grant Deed**"), in the form attached to this  
11 Agreement as Exhibit "B," duly executed and acknowledged by Seller and in recordable form  
12 conveying the Property to Riverside County Habitat Conservation Agency; and

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

18 (a) The Purchase Price in accordance with Paragraph 3; and

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

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

**6. Condition of Title.**

6.1 At the Close of Escrow, fee simple title to the Property will be conveyed  
to Riverside County Habitat Conservation Agency by Seller by Grant 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 which would be shown by a survey of the Property or  
by inquiry in possession of the Property.



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

4           7.1    Conditions Precedent to Buyer's Obligations. The following conditions  
5 must be satisfied not later than the Closing Date or such other period of time as may be  
6 specified below:

7                   (a)    Title. Buyer has obtained a preliminary report for the Property  
8 prepared by the Title Company dated as of April 20, 2010, and referenced as Order No.  
9 11930736-10 together with copies of the documents described in such report. Buyer hereby  
10 objects to no items shown in the preliminary report. Seller will have ten (10) days after the  
11 Effective Date to advise Buyer that:

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

14                           (ii)   Seller will not cause the exceptions to be removed. If  
15 Seller advises Buyer that it will not cause the exceptions to be removed, Buyer will have ten  
16 (10) days to elect, at its sole remedy, to:

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

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

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

25                           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)    Property Cleanup. Within ten (10) days after the Close of Escrow,  
Seller shall remove all debris on the Property as identified in the Phase I Environmental report  
delivered to Seller by Buyer. \$10,000 may be held in escrow until Buyer is satisfied that the  
cleanup has been completed to its satisfaction.

                         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.

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

6  
7 **7.2 Conditions Precedent to Seller's Obligations.** The following shall be  
8 conditions precedent to Seller's obligation to consummate the purchase and sale transaction  
9 contemplated herein:

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

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

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

18 **7.3 Termination of Agreement.** In the event that, for any reason, the Closing  
19 does not occur on or before the Closing Date, either party to this Agreement, who is not in  
20 default of its obligations under this Agreement, shall have the right to terminate this Agreement  
21 upon written notice to the other party and to Escrow Holder. Unless Seller is materially in  
22 default hereunder, failure by Buyer to cause Escrow to close on or before the Closing Date  
23 shall constitute a material Buyer default as a result of which Seller may elect to terminate this  
24 Agreement and the Escrow created hereunder.

25  
**8. Due Diligence By Buyer.**

26 **8.1 Matters To Be Reviewed.** Buyer must complete its due diligence and  
27 approve the following matters prior to the Closing date (the "**Due Diligence Period**"). Seller  
28 shall cooperate with Buyer in its investigation.

29 (a) The physical condition of the Property at the time of sale,  
30 including without limitation, any structural components, electrical, system, plumbing or any  
31 irrigation system, paving, soil conditions, the status of the Property with respect to hazardous  
32 and toxic materials, if any, and in compliance with all applicable laws, including any laws  
33 relating to hazardous and toxic materials and all applicable government ordinances, rules and  
34 regulations and evidence of Seller's compliance therewith including without limitation zoning  
35 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.

1                   8.2    Notice and Resolution of Objections.

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

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

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

18                   8.3    Material New Matters. If Buyer discovers any new matter prior to close  
19 of escrow which was:

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

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

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

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

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

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

1 correct the new matter by the Closing Date as extended, Buyer, as Buyer's sole remedy, may  
2 terminate this Agreement.

3 9. **No Side Agreements or Representations.** Buyer represents and warrants that  
4 prior to the Close of Escrow, Buyer will have had the opportunity to make and will have made  
5 such an investigation and inspection of all aspects of the condition of the Property as it has  
6 deemed necessary or appropriate, including, but not limited to soils and the Property's  
7 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 solely  
upon

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

13 11. **Costs and Expenses.**

14 Seller will pay:

- 15 (a) Seller's share of prorations;  
16 (b) Broker's commission.

17 Buyer will pay:

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

21 12. **Prorations.**

22 12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is  
23 public entity and exempt from payment of any real property taxes. There will be no proration of  
24 taxes through escrow. Seller will be responsible for payment of any real property taxes due  
25 prior to close of escrow. In the event any real property taxes are due and unpaid at the close of  
escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds  
due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept  
partial payment of an installment of the real property taxes due at the close of escrow. At the  
close of escrow, the Buyer will file any necessary documentation with the County Tax

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

3 12.2 Utility Deposits. Seller will notify all utility companies servicing the  
4 Property of the sale of the Property to Buyer and will request that such companies send Seller  
5 a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the  
6 utility companies that all utility bills for the period commencing on the Close of Escrow are to be  
7 sent to Buyer. In addition to the Purchase Price, Buyer will pay to Seller an amount equal to the  
total of all utility deposits held by utility companies and Seller will assign to Buyer all of Seller's  
right, title and interest in any such utility deposits. If Seller receives a bill for utilities provided to  
the Property for the period in which the Close of Escrow occurred, Seller will pay the bill.

8 12.3 Method of Proration. For purposes of calculating prorations, Buyer shall  
9 be deemed to be in title to the Property and therefore entitled to the income there from and  
10 responsible for the expenses thereof for the entire day upon which the Closing occurs. All  
11 prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five  
12 (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant  
to this Paragraph 12 shall survive the Closing and shall not merge into any documents of  
conveyance delivered at Closing.

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

15 13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited  
16 with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit  
17 all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11, 12 and  
18 18 (b) disburse the balance of the Purchase Price and (c) disburse any excess proceeds  
deposited by Buyer to Buyer.

19 13.2 Recording. Cause the Grant Deed to be recorded with the County  
Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

20 13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

21 13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the  
22 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by  
23 Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by  
24 Buyer.

25 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 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

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

3 14.3 This Agreement and all other documents required to close this  
4 transaction are and will be valid, legally binding obligations of and enforceable against each  
5 party in accordance with their terms, subject only to applicable bankruptcy, insolvency,  
6 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the  
7 rights of contracting parties generally.

8 **15. Indemnification.**

9 15.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold  
10 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,  
11 expenses, damages and losses, cause or causes of action and suit or suits of any nature  
12 whatsoever arising from any misrepresentation or breach of warranty or covenant by Seller in  
13 this Agreement. This indemnification shall include all costs and attorney fees.

14 15.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold  
15 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,  
16 damages and losses, cause or causes of action and suit or suits arising out of the ownership  
17 and/or operation of the Property after the Closing Date or any misrepresentation or breach of  
18 warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant  
19 to this Agreement. This indemnification shall include all costs and attorney fees.

20 **16. Hazardous Substances.**

21 16.1 Definitions. For the purposes of this Agreement, the following terms  
22 have the following meanings:

23 (a) "Environmental Law" means any law, statute, ordinance or  
24 regulation pertaining to health, industrial hygiene or the environment including, without  
25 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 per a Phase 1 hazardous material survey dated as of May 20, 2010.

(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 Buyer in the normal course of use and operation of the Property

1 and in compliance with all applicable Environmental Laws;

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

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

6 (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  
7 storage of vehicle fuels or waste oils.

8 **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  
9 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.

10 **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  
11 may quit this transaction if Buyer identifies problems in its sole and subjective judgment that  
would preclude continuing with this transaction:

12 (a) The Environmental Audit shall be conducted pursuant to standard  
13 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;

14 (b) Any groundwater, soil or other samples taken from the Property  
15 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  
16 immediately prior to Buyer's Environmental Audit;

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

18 (d) Buyer hereby agrees to protect, indemnify, defend and hold  
19 harmless Seller 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,  
20 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  
21 activities of Buyer.

22 **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  
23 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  
24 (3) days after the date of mailing.

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

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

10           **19.     Miscellaneous.**

11                     19.1   Counterparts. This Agreement may be executed in counterparts.

12                     19.2   Partial Invalidity. If any term or provision of this Agreement shall be  
13 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not  
14 be affected thereby and each remaining term and provision of this Agreement will be valid and  
15 be enforced to the fullest extent permitted by law.

16                     19.3   Waivers. No waiver of any breach of any covenant or provision  
17 contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of  
18 any other covenant or to, a licensed real estate broker (individual or corporate), agent, or finder  
19 or other provision contained herein. No extension of time for performance or any obligation or  
20 act will be deemed an extension of the time for, performance of any other obligation or act  
21 except those of the waiving party which will be extended by a period of time equal to the period  
22 of the delay.

23                     19.4   Successors and Assigns. Neither party shall transfer or assign its rights  
24 or responsibilities under this Agreement without the express written consent of the other party.

25                     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.

                      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.



1           19.10 Brokers. Seller is represented by Sexton Commercial Brokerage. Buyer  
2 shall not be responsible for any payment to Sexton Commercial Brokerage. Each party agrees  
3 to indemnify and hold the other free and harmless from and against any and all liability, loss,  
4 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.

5           19.11 Exhibits. Each exhibit attached hereto is incorporated herein by this  
6 reference as if set forth in full in the body of this Agreement.

7           19.12 Assignment. Buyer shall neither assign Buyer's rights nor delegate  
8 Buyer's obligations hereunder without Seller's prior written consent, which may be withheld in  
9 Seller's sole discretion.

10 ///  
11 ///  
12 ///

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

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

4 Dated: \_\_\_\_\_

**SELLER:**

5 By: *Enrique Mendoza*  
6 Enrique Mendoza

7 By: *Blanca Estela Mendoza*  
8 Blanca Estela Mendoza

9  
10 **COUNTY OF RIVERSIDE**

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

**APPROVED AS TO FORM:**

13 Pamela J. Walls  
14 County Counsel

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

**ATTEST:**

18 Kecia Harper-Ihem  
19 Clerk of the Board

20 By: \_\_\_\_\_  
21 Deputy

JRF:ra  
08/26/10  
024IT  
13.545

**Exhibit "A"**  
**Legal Description**

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

Parcel 2, and Lots C and D, of Parcel Map 7482, in the County of Riverside, State of California, on file in Book 53, Page(s) 40, of Parcel Maps, Records of Riverside County, California.

## Exhibit "B"

Recorded at request of and return to:  
Economic Development Agency  
Real Property Division  
3403 10<sup>th</sup> 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\082510\071IT\JRFra

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

PROJECT: PSEC Estelle Mountain  
APN: 283-030-008

# GRANT DEED

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

**Enrique Mendoza and Blanca Estella Mendoza**  
as Joint Tenants

GRANTS to the RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY, 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 Estelle Mountain  
APN: 283-030-008

Dated: \_\_\_\_\_

GRANTOR:

By: \_\_\_\_\_  
Enrique Mendoza

By: \_\_\_\_\_  
Blanca Estelle Mendoza

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]