

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

818



FROM: Economic Development Agency

SUBMITTAL DATE:
November 23, 2010

SUBJECT: Resolution No. 2010-310, Authorization to Purchase Real Property in the Unincorporated Area of Idyllwild, County of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Resolution No. 2010-310, authorization to purchase real property located in the Unincorporated Area of Idyllwild, California, further described as County of Riverside Assessor's Parcel Number 565-062-019;
2. Approve the agreement of purchase and sale and joint escrow instructions, and authorize the Chairman of the Board to execute the documents necessary to complete the purchase;

(Continued)

Lisa Brandl fu

Robert Field
Assistant County Executive Officer/EDA
By Lisa Brandl, Managing Director

FINANCIAL DATA

Current F.Y. Total Cost: \$ 486,450
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: Yes
Budget Adjustment: No
For Fiscal Year: 2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Community Development Block Grant

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

Policy ☒ Policy ☒

Consent ☐ Consent ☐

Dept's Recomm.: ☐ Per Exec. Ofc.: ☐

Reviewed by
CIP TEAM
Dean Deines

Prev. Agn. Ref.: 3.41 of 8/31/10, 3.63 of 11/2/10

District: 3

Agenda Number: 3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *Samuel Wong* 11/23/10
DATE: 11-22-10
Departmental
ANITA C. WILLIS

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 subsequent documents and administer all actions necessary to complete this transaction.

BACKGROUND:

The County of Riverside Economic Development Agency seeks to purchase real property located at 54401 Village Center Drive, Idyllwild, to better serve this growing community and fulfill their need for quality library services. The new facility would effectively double the size of the existing library and provide much needed space for additional resources and new amenities. The new library would be able to better accommodate the increasing demands of the community by facilitating a Community Center, expanding computer room, and increase the space for learning tools to better serve the community. The new facility would be centrally located in the heart of downtown Idyllwild, in the Strawberry Creek Plaza, surrounded by the town's supermarket, post office, bank, and numerous restaurants and coffee shops. By being strategically located in the center of town, the library would be able to attract more community members, as well as, daily tourist traffic that visit this mountain community. With the limited amount of space and remote location of the current library, the community is limited to the services that the County library is able to offer to their unique community.

The Strawberry Creek Plaza is host to a variety of different tenants that bring diversity to the shopping center and has a parking arrangement that allows for all customers to park in the shared lot. Although there is no assigned parking, existing CCR's dictate that the County will be responsible for 22% of the cost to maintain the parking lot.

The purchase and improvements to the property are exempt from the provisions of the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines, Section 15061 - General Rule and Section 15301, Class 1 - Existing Facilities, a Notice of Exemption was filed with the County Clerk on August 28, 2010 for 30 days. The project has therefore complied with the provisions of CEQA and no additional environmental analysis is required.

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program is subject to environmental review in accordance with the National Environmental Policy Act (NEPA) regulations and 24 CFR Part 58. The proposed action was determined to be categorically excluded pursuant to 24 CFR 58.35.

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

FINANCIAL DATA: (Continued)

FINANCIAL DATA: (Continued)

The following summarizes the funding necessary to acquire Assessor's Parcel Number 565-062-019:

Purchase Price	\$ 450,000
Estimated Title and Escrow Charges	\$ 3,500
Preliminary Title Report:	\$ 450
Environmental	\$ 5,500
Appraisal	\$ 5,500
Advertising Costs	\$ 1,500
Acquisition Administration	\$ 20,000
Total Estimated Acquisition Costs:	\$ 486,450

All costs associated with this property acquisition are fully funded through the Community Development Block Grant for FY 2010/2011. Thus, no additional net county costs will be incurred as a result of this transaction.

Attachments:

- Purchase and Sale Agreement
- Resolution No. 2010-310
- Advertisement

Resolution No. 2010-310
Authorization to Purchase Real Property
in the Unincorporated Area of Idyllwild, County of Riverside, California
Assessor's Parcel Number: 565-062-019

WHEREAS, pursuant to Government Code Section 23004 the County of Riverside ("County") may purchase, receive by gift or bequest, and hold land within its limits, or elsewhere when permitted by law; and

WHEREAS, pursuant to Government Code Section 25520, the Board of Supervisors of the County shall receive in the name of the County conveyances for all property received and purchased by it, and shall make in the name of the County conveyances of all property belonging to the County and sold by it; and

WHEREAS, the County desires to purchase property for a proper governmental purpose that would assist in bringing additional services to the unincorporated community of Idyllwild, California.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, in regular session assembled on December 7, 2010, the Authorization to Purchase Real Property, located in the Unincorporated Area of Idyllwild, County of Riverside, State of California, identified by Riverside County Assessor's Parcel Number, 565-062-019, more particularly described in Exhibit "A", attached hereto, from Joseph R. Cornet, and thereby made a part hereof, consisting of 5,000 square foot building on .51 acres, in the amount of Four Hundred and Fifty Thousand Dollars (\$450,000).

BE IT FURTHER RESOLVED AND DETERMINED that the Economic Development Agency is to expend a not-to-exceed amount of Thirty-six Thousand Four Hundred and Fifty Dollars (\$36,450) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Advertising Costs, Economic

1 Development Agency staff time, and miscellaneous other studies as may be deemed
2 necessary.

3
4 BE IT FURTHER RESOLVED AND DETERMINED that the Chairman of the Board of
5 Supervisors of the County of Riverside is authorized to approve the agreement of purchase
6 and sale and joint escrow instructions, and to execute the documents to complete the
7 purchase.

8 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County Executive
9 Officer/EDA, or his designee, is authorized to execute any subsequent documents, and
10 administer all actions necessary to complete this transaction.

11 CE:jg
12 112210
13 13.756

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]*

DATE

ANITA C. WILLIS

Exhibit A



Selected parcel(s):
565-062-019

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.

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Version 101026

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

Notice is hereby given pursuant to Section 25350 of the California Government Code that the Board of Supervisors of the County of Riverside intends to purchase real property interests in that certain land indentified as Assessor's Parcel Number 565-062-019, and it will consider County Resolution 2010-309 and an Agreement of Purchase and Sale on December 7th, 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 of Supervisors approve Resolution 2010-309 and the Purchase and Sale Agreement by and between Joseph Cornet, and the County of Riverside. The proposed agreement specifies that real property consisting of approximately a commercial building situated on .51 acres of land identified as Assessor's Parcel Number 565-062-019, located at 54401 Village Center Drive in the community of Idyllwild, in the County of Riverside, will be purchased for \$450,000.

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.

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

Joseph R. Cornet

AS SELLER

AND

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

AS BUYER

RELATING TO

**Assessor's Parcel Number 565-062-019
54401 Village Center Drive, Idyllwild, California**

1 (h) **"Notices"**. In the event either party desires or is required to give notice
2 to the party in connection with this Agreement, the same shall be in writing and shall be
3 deemed to have been given when delivered in person, by recognized overnight air courier
4 service, by confirmed facsimile transmission, or deposited with the United States Postal
Service, certified mail receipt requested addressed to Buyer or Seller at the appropriate
address as set forth in subparagraph (h) below. All notices sent by mail will be deemed
received three (3) days after the date of mailing.

5 "Notices" will be sent as follows:

6 Seller: Joseph R. Cornet
2210 Cielo Place
7 Arcadia, California 91006
Telephone: 626.688.4343
8 Email: jr@cornetproperties.com

9 With copies to:

10 Buyer: County of Riverside/Real Estate Division
3403 Tenth Street, #500
11 Riverside, California 92501
Attn: Candice Etter
12 Telephone: 951.955.4214
Fax No.: 951.955.4837
13 Email: cetter@rivcoeda.org

14 Escrow Holder: Lawyers Title
4100 Newport Place Drive, Suite 120
15 Newport Beach, California 92660
Attn: _____, Escrow Officer
16 Telephone: _____._____._____
Fax No.: _____._____._____
17 Email: _____

18 Title Company: Lawyers Title
4100 Newport Place Drive, Suite 120
19 Newport Beach, California 92660
Attn: Chris Maziar, Title Officer
20 Telephone: 949.724.3170
Fax No.: 949.258.5740
21 Email: unit10@ltic.com

22 (i) **Exhibits:**
Exhibit "A" - Legal Description
23 Exhibit "B" - Grant Deed
24
25

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

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

6 Within Thirty (30) days following the opening of escrow, as described in
7 Paragraph 4, below, Buyer shall deposit an amount equal to the sum of the purchase price
8 plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this
9 Agreement with Escrow Holder, in the form of a cashier's check or other immediately available
10 funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be
11 applied against the Purchase Price at closing and any overages including the interest shall be
12 returned to Buyer at close of escrow.

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

24 5. **Deliveries to Escrow Holder.**

25 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 Grant Deed ("**Grant Deed**"), for each property conveyed, in
the form attached to this Agreement as Exhibit "B", duly executed and acknowledged by Seller
and in recordable form, conveying the Property to Buyer;

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

(c) A complete set of "as built" plans and working drawings for the
entire project; and,

(d) Proof of release of any and all liens, and payment of any and all
fees or special assessments against property.

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:

- 1 (a) The Purchase Price in accordance with Paragraph 3 above;
- 2 (b) The amount due Seller and any third parties, if any, after the
- 3 prorations are computed in accordance with Paragraph 16.3 below; and,
- 4 (c) A duly executed copy of the approval of the Board of Supervisors
- 5 Authorization to Purchase and the Approval of the Purchase and Sale Agreement and Joint
- 6 Escrow Instructions document.

7 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other

8 instruments consistent with this Agreement as are reasonably required by Escrow Holder or

9 otherwise required to close escrow. In addition, Seller and Buyer will designate the Title

10 Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the

11 Internal Revenue Code.

12 **6. Condition of Title.**

13 6.1 At the Close of Escrow, fee simple title to the Property will be conveyed

14 to Buyer by Seller by Grant Deed, subject only to the following matters ("Permitted

15 Exceptions"):

16 (a) A lien for local real property taxes and assessments not

17 delinquent;

18 (b) Matters of title respecting the Property approved or deemed

19 approved by Buyer in accordance with this Agreement; and

20 (c) Matters affecting the condition of title to the Property created by

21 or with the written consent of Buyer.

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

23 7.1 Conditions Precedent to Buyer's Obligations. The following conditions

24 must be satisfied not later than the Closing Date or such other period of time as may be

25 specified below:

(a) Title. Buyer will obtain a report of title for the Properties prepared by the Title Company (Preliminary Title Report) and referenced as Order Number 12062902-10, together with copies of the exception to title described in the Preliminary Report. Buyer shall have thirty (30) days to review and/or disapprove the report and/or the report exceptions. In the event that Buyer objects to exceptions (collectively, the "Objectionable Exceptions"), as shown in the Preliminary Report, Seller will have thirty (30) days after receipt of Buyer's objectionable exceptions to advise Buyer that:

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

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

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

5 (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
6 be returned to Buyer and the cancellation costs will be borne by Buyer.

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

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

10 (c) Delivery of Information. Seller represents that Seller will deliver to
11 Buyer any and all of the existing original or true copies of documents in possession of the
Seller including all surveys, approved plans and specifications, building condition, zoning, land
12 use, audits, past hazardous material studies, as-built drawings, governmental approvals and
building permits, soils reports, including engineers' reports, environmental reports, studies or
13 audits, and studies and similar information which it may have in its possession, relating to the
Property and the construction of the existing retail building. All items delivered by Seller to
14 Buyer shall be to the best of Seller's actual knowledge, true, correct, and complete copies of
the items in Seller's possession, and except as expressly set forth herein, Seller makes no
15 warranty regarding the contents of such items. If the Escrow shall fail to close for any reason,
all such items in this section (c), shall be immediately returned to Seller. Buyer shall have
16 fifteen (15) days from opening of escrow to review and approve or disapprove items in this
Paragraph and Section 7.1(c).

17 (d) The conditions set forth in Paragraph 7.1 are solely for the
18 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.

19 (e) The Close of Escrow and Buyer's obligations with respect to this
20 transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date, the
items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items
21 described in Paragraph 7.1.

22 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
23 contemplated herein:

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

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

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

6 **8. Delivery of Property.** The consummation of this transaction is subject to the
7 Seller delivering the Property and improvements in fully operable and completed condition and
8 in accordance with the plans and specifications as approved by the appropriate jurisdiction.
9 Seller shall complete and pay for any and all necessary governmental approvals including
10 securing and completing entitlements, applicable and necessary permits and completing any
11 and all development conditions, and required repairs to the property.

12 **9. Maintenance of Property.** Seller shall be responsible for the diligent
13 maintenance of the entire Property, and pay any and all expenses incurred in the
14 maintenance of the subject Property until the Close of Escrow. At the Close of Escrow, Seller
15 agrees to assign Buyer any and all of Seller's rights, titles and interests to the Building's
16 contracts, agreements, entitlements, permits, plans and specifications that are directly
17 associated with the Property.

18 **10. Warranties.** Seller shall advise Buyer of any new contracts or modification of
19 any existing contracts or agreements during the Escrow and will assign any and all
20 information regarding warranties. Upon Close of Escrow, Seller shall transfer all warranties to
21 Buyer from Seller's general contractor and subcontractors, who were involved in constructing
22 the building.

23 **11. Due Diligence by Buyer.**

24 Matters to Be Reviewed. Buyer shall have until Close of Escrow to complete
25 its due diligence investigation of the property and to approve each of the following matters:

(a) The physical condition 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;

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

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

12. Final Inspection of Property. Buyer shall be entitled to inspect and approve
or disapprove the Property condition prior to Close of Escrow to determine that the Property is
improved and repaired per the requirements of this Agreement.

1 13. **Right to Terminate Transaction.** Buyer shall have the absolute right to
2 terminate this transaction if Escrow is not completed on or before December 31, 2010, due to
no fault of buyer.

3 14. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to
4 issue to Buyer a CLTA standard coverage owner's policy, in an amount equal to the Purchase
5 Price showing fee title to the Property vested in Buyer, subject only to the Permitted
6 Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of
7 title insurance. Buyer's election 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 ay Buyers sole cost and expense; however,
Buyers 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.

8
9 15. **Escrow and Title Cost and Expenses.**

10 15.1 Seller shall pay or be charged:

11 Seller's share of proration's.

12 15.2 Buyer shall pay or be charged:

- 13 (a) All escrow fees and costs;
14 (b) All title fees and costs;
15 (c) Any title endorsements; and
16 (d) Buyer's share of proration's.

17 16. **Prorations.**

18 16.1 Tax Exempt Agency. All parties hereto acknowledge that the buyer is a
19 public entity and exempt from payment of any real property taxes. There will be no proration
20 of taxes through escrow. Seller will be responsible for payment of any real property taxes due
21 prior to the 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 Seller will be refunded to the Seller by the County Tax Collector/Assessor outside of
Escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

22 16.2 Utility Deposits. Seller will notify all utility companies servicing the
23 Property of the sale of the Property to Buyer and will request that such companies send Seller
24 a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify
the utility companies that all utility bills for the period commencing on the Close of Escrow are
to be sent to Buyer. In addition to the Purchase Price, Buyer will pay to Seller an amount

1 equal to the total of all utility deposits held by utility companies and Seller will assign to Buyer
2 all of Seller's rights, title and interest in any such utility deposits. If Seller receives a bill for
3 utilities provided to the Property for the period in which the Close of Escrow occurred, such
4 costs shall be prorated as provided in paragraph 16.3 below.

5 16.3 Method of Proration. For purposes of calculating prorations, Buyer shall
6 be deemed to be in title to the Property, and therefore entitled to the income there from and
7 responsible for the expenses thereof, for the entire day upon which the Closing occurs. All
8 prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five
9 (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant
10 to this Paragraph shall survive the Closing and shall not merge into any documents of
11 conveyance delivered at Closing.

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

14 17.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited
15 with Escrow Holder by Buyer in payment of the Property as follows: (a) deduct or credit all
16 items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 14, 15, and 16;
17 b) disburse the balance of the Purchase Price; and, (c) disburse any excess proceeds
18 deposited by Buyer to Buyer.

19 17.2 Recording. Cause the Grant Deed to be recorded with the County
20 Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

21 17.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

22 17.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the
23 FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by
24 Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by
25 Buyer.

18. **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:

18.1 Each party has the legal power, right and authority to enter into this
Agreement and the instruments referenced herein.

18.2 All requisite action (corporate, trust, partnership or otherwise) has been
taken by each party in connection with the entering into of this Agreement, the instruments
referenced herein and the consummation of this transaction. No further consent of any
partner, shareholder, creditor, investor, judicial or administrative body, governmental authority
or other party is required.

18.3 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

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

3 18.4 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 18.5 At Closing, Seller shall convey the Property to Buyer with clear and
9 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,
10 rights and conditions of any kind whatsoever, except those which are approved by Buyer in
11 accordance with Section 7 above.

12 19. Indemnification.

13 19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold
14 Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs,
15 expenses, including attorney's fees and costs, damages and losses, cause or causes of action
16 and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of
17 warranty or covenant by Seller in this Agreement.

18 19.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold
19 Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,
20 including attorney's fees and costs, damages and losses, cause or causes of action and suit or
21 suits arising out of the ownership and/or operation of the Property after the Closing Date for
22 any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any
23 document delivered to Seller pursuant to this Agreement. This indemnification shall include all
24 costs and attorney fees.

25 20. Hazardous Substances.

20.1 Definitions. For the purpose 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.

1 20.2 Seller's Representations and Warranties. As of the date of this
2 Agreement, to Seller's current actual knowledge:

3 (a) No Hazardous Substances exist now or have been used or
4 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 in the normal course of use and operation of the
Property and in compliance with all applicable Environmental Laws;

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

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

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

11 20.3 Notices Regarding Hazardous Substances. During the term of this
12 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.

13 20.4 Environmental Audit. Buyer has ordered at its sole cost and expense, to
14 perform an Environmental Audit, and 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, the following:

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

17 (b) Any groundwater, soil or other samples taken from the Property
18 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
19 immediately prior to Buyer's Environmental Audit; and,

20 (c) Buyer hereby agrees to protect, indemnify, defend and
21 hold 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,
employee's or independent contractor's) entries into the Property prior to the Close of Escrow
22 pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the
activities of Buyer.

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1 **21. Miscellaneous .**

2 21.1 Counterparts. This Agreement may be executed in any number of
3 counterparts, each of which shall be effective only upon delivery (including delivery by
4 facsimile transmission or by "pdf" email transmission) and thereafter shall be deemed an
5 original, and all of which shall be taken to be one and the same instrument, for the same effect
6 as if all parties hereto had signed the same signature page. Any signature page of this
7 Agreement may be detached from any counterpart of this Agreement without impairing the
8 legal effect of any signatures thereon and may be attached to another counterpart of this
9 Agreement identical in form hereto but having attached to it one or more additional signature
10 pages.

11 21.2 Partial Invalidity. If any term or provision of this Agreement shall be
12 deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not
13 be affected thereby and each remaining term and provision of this Agreement will be valid and
14 be enforced to the fullest extent permitted by law.

15 21.3 Waivers. No waiver of any breach of any covenant or provision
16 contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of
17 any other covenant or other provision contained herein. No extension of time for performance
18 or any obligation or act will be deemed an extension of the time for performance of any other
19 obligation or act except those of the waiving party, which will be extended by a period of time
20 equal to the period of the delay.

21 21.4 Successors and Assigns. Neither party shall transfer or assign its rights
22 or responsibilities under this Agreement without the express written consent of the other party.

23 21.5 Entire Agreement. This Agreement (including all Exhibits attached
24 hereto) constitutes the entire contract between the parties hereto and may not be modified
25 except by an instrument in writing signed by the party to be charged.

 21.6 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.

 21.7 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.

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

 21.9 Survival. Any other provisions of this Agreement which by its terms,
require performance by either party after the Close of Escrow, shall survive the Close of
Escrow.

1 21.10 Exhibits. Each exhibit attached hereto is incorporated herein by this
2 reference and as set forth in this Agreement.

3 21.11 Not a Partnership. The provisions of this Agreement are not intended to
4 create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any
5 other similar relationship between the Owners.

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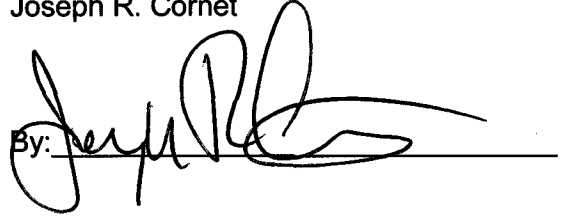
1 THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and
2 approved by the Board of Supervisors of the County of Riverside.

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

5 Date: _____

“SELLER”

Joseph R. Cornet

By: 

11 ATTEST:

12 Kecia Harper-Ihem
13 Clerk of the Board

“BUYER”

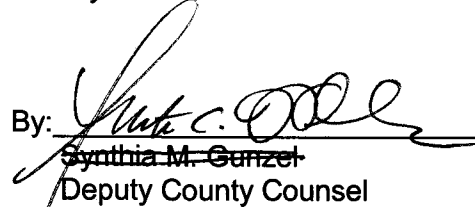
County of Riverside

14 By: _____
15 Deputy

By: _____
Marion Ashley, Chairman
Board of Supervisors

16 APPROVED AS TO FORM:

17 Pamela J. Walls
18 County Counsel

19 By: 
20 ~~Synthia M. Gunzel~~
21 Deputy County Counsel

22 CE:ra
23 083110
24 13.645
25

EXHIBIT "A"

LEGAL DESCRIPTION

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

Parcel 2 of Parcel Map No. 6501 as shown in Book 18, Pages 64 and 65 of Parcel Maps, Riverside County Records, being a portion of the Northwest Quarter of Section 18, Township 5 South, Range 3 East, San Bernardino Base and Meridian.

End of Legal Description

EXHIBIT "B"

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, #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)

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

PROJECT: Idyllwild Library Relocation
APN: 565-062-019
(54401 Village Center Drive, Idyllwild)

GRANT DEED

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

JOSEPH R. CORNET, a single man

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: Idyllwild Library Relocation
APN: 565-062-019
(54401 Village Center Drive, Idyllwild)

Dated: _____

GRANTOR:

Joseph R. Cornet

By: _____

State of California)
County of _____)

On _____, before me, _____,
a Notary Public in and for said County and State, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity and that by his/her/their signature on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

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

Date _____

GRANTEE:

By: _____
Robert Field,
Assistant County Executive Officer/EDA