

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

903



FROM: Public Financing Authority

SUBMITTAL DATE:
August 16, 2012

SUBJECT: Resolution No. 2012-01, of the Riverside County Public Financing Authority Authorizing the Conveyance of Real Property Interests Located at Lime Street & Highway 91, in the City of Riverside, by Various Instruments

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution No. 2012-01, of the Riverside County Public Financing Authority (Authority) Authorizing the Conveyance of Real Property Interests Located East of Lime Street & West of Highway 91, Between 11th & 12th Streets in the City of Riverside, California, consisting of portions of Assessor's Parcel No. 215-310-007, by various instruments to the Riverside County Transportation Commission (RCTC);
2. Approve the Agreement of Purchase and Sale and Joint Escrow Instructions to be executed by RCTC and the Authority;

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Lani Sioson*
Lani Sioson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Dale A. Gardner* 8/16/12
DALE A. GARDNER Departmental Conference

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 5.2 of 3/01/11

District: 2/2

Agenda Number:

5.1

RECOMMENDED MOTION: (Continued)

3. Approve the First Amendment to Lease, the First Amendment to Memorandum of Site Purchase, Assignment of Lease and Agency Agreement, the First Amendment to Notice of Assignment, and the Memorandum of First Amendment to Lease; and
4. Authorize the Executive Director of the Public Financing Authority to execute the above-referenced agreements, Deeds and all other associated documents to consummate the transaction.

BACKGROUND:

The Riverside County Transportation Commission (RCTC) is the lead agency on a multitude of highway improvement projects in Riverside County, including the SR-91 HOV project, which is intended to add high occupancy vehicle (HOV) lanes to Highway 91 from Adams Street to the 60/91/215 interchange, in both directions. The project will also improve ramps, bridges and freeway access, and it will close a six mile HOV gap. Included in this project is realignment of the 9th Street onramp to 10th Street, relocation of existing sewer facilities to 12th Street (connecting to the existing line that services the State Appellate Court building), and the construction of an overhead ramp that will eliminate fourteen parking stalls on the subject property on an interim basis.

The anticipated duration of the impact of the project to this property is 18 months. Construction is under way. RCTC has provided for replacement parking at the County Administrative Center on an interim basis, at their expense.

On March 1, 2011, the County of Riverside Board of Directors approved and adopted Resolution No. 2011-04, Notice of Intention to Convey Real Property Interests Located East of Lime Street and West of Highway 91, Between 11th and 12th Streets in the City of Riverside, California, consisting of portions of Parcel No. 215-310-007, by Various Instruments to the Riverside County Transportation Commission. Negotiations related to the required agreements and documents have been underway.

Currently, the Authority, RCTC and County have substantially agreed to all the required agreements and documents necessary to consummate the transaction related to the varying interests in the subject property.

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

Attachments:

Resolution No. 2012-01, Authorization to Convey

First Amendment to Lease

First Amendment of Memorandum Site Purchase, Assignment of Lease and Agency Agreement

First Amendment to Notice of Assignment

Memorandum of First Amendment to Lease

1 PUBLIC FINANCING AUTHORITY

BOARD OF DIRECTORS

2 RESOLUTION NO. 2012-01

3
4 RESOLUTION OF THE RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY
5 AUTHORIZING THE CONVEYANCE OF REAL PROPERTY INTERESTS LOCATED
6 EAST OF LIME STREET & WEST OF HIGHWAY 91, BETWEEN 11TH & 12TH STREETS IN
7 THE CITY OF RIVERSIDE, CALIFORNIA, CONSISTING OF PORTIONS OF ASSESSOR'S
8 PARCEL NO. 215-310-007, BY VARIOUS INSTRUMENTS TO THE RIVERSIDE COUNTY
9 TRANSPORTATION COMMISSION

10
11 WHEREAS, the Riverside County Public Financing Authority (the "Authority") has been
12 formed pursuant to Section 6500 and following of the California Government Code (the "Act")
13 to assist the County of Riverside (the "County") in financing public capital improvements and is
14 authorized pursuant to Section 6584 and following of the Act to issue bonds for such purposes;
15 and

16 WHEREAS, pursuant to the Trust Agreement, dated as of November 1, 1997 (the "Trust
17 Agreement"), between the Authority and the Treasurer of the State of California, as trustee (the
18 "Treasurer"), the Authority issued its 1997 Lease Revenue Bonds (State of California Court of
19 Appeal Fourth Appellate District, Division Two Project) (the "Bonds") to, among other things,
20 finance the acquisition of certain land east of Lime Street and west of Highway 91 between 11th
21 and 12th Streets, identified by and as Assessor Parcel Number 215-310-007 (the "Site") from the
22 County, and the acquisition, installation and construction thereon of a court building, related
23 parking facilities and other related equipment and improvements currently comprising the State
24 of California Court of Appeal, Fourth Appellate District (the "Court"), which was leased to the
25 Department of General Services of the State of California (the "Department") pursuant to the
26 Riverside County California State Court of Appeal Fourth Appellate District, Division Two
27 Building Lease, dated October 17, 1997, as amended by Addendum No. 1 to Lease, dated as of

FORM APPROVED COUNTY COUNSEL

BY: Dale A. Gardner 8/16/12

DATE DALE A. GARDNER

1 November 1, 1997 (as amended, the "Lease"), each by and between the County and the
2 Department; and

3 WHEREAS, pursuant to the Site Purchase, Assignment of Lease and Agency Agreement,
4 dated as of November 1, 1997, between the County and the Authority, the County, among other
5 things, sold the Site to the Authority and assigned all of its rights and interests in the Lease to the
6 Authority; and

7 WHEREAS, the Court was built on the Site and the Department currently possesses the
8 Site to operate the Court pursuant to the Lease; and

9 WHEREAS, the Riverside County Transportation Commission ("RCTC") notified the
10 Authority and the Department that RCTC required possession of a portion of the Site (such
11 portion hereinafter referred to as the "Parcel") for the purpose of expanding a portion of State
12 Highway Route 91 (the "Project"); and

13 WHEREAS, due to certain funding and timing constraints, the Authority and the
14 Department were unable to consummate a release of the Parcel pursuant to an amendment of the
15 Lease and other documents, and pursuant to Resolution No. PFA 2011-04 (the "Prior
16 Resolution"), the Authority instead entered into the Agreement of Possession and Use dated as of
17 March 1, 2011 (the "Possession Agreement"), among RCTC, the Department and the Authority,
18 which allowed RCTC to take possession of the Parcel to proceed with construction of the Project
19 without delay; and

20 WHEREAS, due to protracted negotiations, RCTC, the Department and the Authority
21 were unable to complete the sale of the parcel within 180 days after the execution of the
22 Possession Agreement as set forth therein and in the Prior Resolution; and

23 WHEREAS, RCTC, the Department and the Authority have negotiated an Agreement of
24 Purchase and Sale and Joint Escrow Instructions (the "Purchase Agreement"), the form of which
25 has been presented to the Board of Directors of the Authority (the "Board"), and, pursuant to the
26 terms thereof, the Authority, with the consent of the Department, will sell the Parcel to RCTC;
27 and

1 WHEREAS, in order to complete the sale of the Parcel, the Lease, the Memorandum of
2 Site Purchase, Assignment of Lease and Agency Agreement dated as of November 1, 1997 (the
3 “Memorandum of Purchase and Assignment”), and the Notice of Assignment, dated as of
4 November 1, 1997, executed by the Authority (the “Notice of Assignment”) entered into in
5 connection with the issuance of the Bonds must be amended to release the Parcel from such
6 documents; and

7 WHEREAS, pursuant to the Lease and the Indenture, the Authority acknowledges that
8 any amounts that the Authority is to receive in selling the Parcel to RCTC shall be used by the
9 Treasurer to redeem Bonds; and

10 NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY THE
11 AUTHORITY AND NOTICE IS HEREBY GIVEN BY THE BOARD AS FOLLOWS:

12 Section 1. The Board hereby ratifies the determination in the Prior Resolution that
13 the Parcel is no longer required for use by the Authority and hereby re-declares the Parcel to be
14 surplus and intends to convey the Parcel to RCTC on or after the date hereof. The Board hereby
15 further ratifies the extension of the negotiations of the sale of the Parcel beyond 180 days of the
16 execution of the Possession Agreement as set forth in the Possession Agreement and in the Prior
17 Resolution.

18 Section 2. The proposed form of the Purchase Agreement on file with the Secretary
19 of the Authority and incorporated into this Resolution by reference, is hereby approved. The
20 Chairperson, the Vice-Chairperson, the Executive Director and the Assistant Executive Director
21 of the Authority and each of their designees (each, an “Authorized Representative”) are hereby
22 authorized and directed, for and in the name and on behalf of the Authority, to execute,
23 acknowledge and deliver to RCTC and the Department the Purchase Agreement in substantially
24 said form with such changes therein as such Authorized Representative may require or approve,
25 such approval to be conclusively evidenced by the execution and delivery thereof by such
26 Authorized Representative.

27 Section 3. The proposed forms of the amendments to the Lease, the Memorandum of
28 Purchase and Assignment and the Notice of Assignment (collectively, the “Amendments”) on

1 file with the Secretary of the Authority and incorporated into this Resolution by reference, are
2 hereby approved. Each Authorized Representative is hereby authorized and directed, for and in
3 the name and on behalf of the Authority, to execute, acknowledge and deliver the Amendments
4 and any memorandums thereof, as necessary, in substantially said forms with such changes
5 therein as such Authorized Representative may require or approve, such approval to be
6 conclusively evidenced by the execution and delivery thereof by such Authorized
7 Representative.

8 Section 4. All actions heretofore taken by any officer of the Authority or the County or
9 in connection with or related to the Prior Resolution, the Possession Agreement and the
10 Purchase Agreement or any other document necessary to consummate the transactions referred
11 to herein, are hereby approved, confirmed and ratified.

12 Section 5. The Authorized Representatives are, and each of them acting alone is,
13 authorized and directed to take any and all such actions, and to execute any and all such
14 documents as may be necessary or desirable to effectuate the purposes of this Resolution,
15 including, but not limited to, any grant deeds and other documents necessary to complete the
16 conveyance of the Parcel to RCTC.

17 Section 6. The Secretary of the Authority shall certify to the passage of this
18 Resolution, shall transmit a copy hereof to the County and shall cause this action of the Board
19 of Directors in adopting the same to be entered in the official minutes of the Board of Directors.

20 Section 7. This Resolution shall take effect from and after its adoption.

21 Section 8. The Secretary of the Board is directed to give notice hereof as provided in
22 Section 6061 of the Government Code.

23
24 PASSED, APPROVED AND ADOPTED on August 28, 2012 by the following vote:

25 AYES:

26 NOES:

27 ABESENT:

28 JF:ra/072612/024EO/15.127 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.127.doc

**FIRST AMENDMENT TO
CALIFORNIA STATE COURT OF APPEAL, FOURTH APPELLATE DISTRICT,
DIVISION TWO BUILDING LEASE**

This FIRST AMENDMENT TO CALIFORNIA STATE COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIVISION TWO BUILDING LEASE is dated as of September 1, 2012 (this "Amendment") is by and between the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY (the "Authority") and the DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA ("Department"), and amends the Riverside County California State Court of Appeal Fourth Appellate Court District, Division Two, Building Lease dated as of October 17, 1997, as amended by an Addendum No. 1 to Lease dated as of November 1, 1997 (as amended, the "Lease"), a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422306 on November 18, 1997.

W I T N E S S E T H:

WHEREAS, pursuant to the Lease, the County of Riverside, California (the "County") has leased to the Department of General Services of the State of California (the "Department") certain real property situated in the County (the "Site") upon which a California State Court of Appeal was constructed; and

WHEREAS, pursuant to a Site Purchase, Assignment of Lease and Agency Agreement dated as of November 1, 1997, by and between the County and the Authority, a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422308 on November 18, 1997, the County, among other things, sold the Site to the Authority and assigned all of its rights and interests in the Lease to the Authority; and

WHEREAS, the Riverside County Transportation Commission ("RCTC") notified the Authority and the Department that RCTC requires a portion of the Site (such portion hereinafter referred to as the "Parcel") for the purpose of expanding a portion of State Highway Route 91; and

WHEREAS, RCTC, the Department and the Authority have negotiated an Agreement of Purchase and Sale and Joint Escrow Instructions, and, pursuant to the terms thereof, the Authority, with the consent of the Department, will sell the Parcel to RCTC; and

WHEREAS, in order to complete the sale of the Parcel, the Lease must be amended to release the Parcel from the terms thereof; and

That in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Amendment to the Lease. Exhibit A to the Lease is hereby amended by deleting and releasing therefrom the Parcel as described in Exhibit A attached to this Amendment.

Section 2. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Amendment shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 3. Survival of Lease. Except as otherwise amended hereby, the Lease shall remain in full force and effect.

Section 4. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of California.

Section 5. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Authority and the Department have caused this Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY

By: _____

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

EXHIBIT "A"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of Twelfth Street (66.00 feet wide); thence along said northeasterly right of way line of Twelfth Street, South 60°14'54" East, 340.34 feet to the **POINT OF BEGINNING**;
thence North 12°38'20" East, 31.53 feet;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary South 60°14'40" East, 1.61 feet to said northeasterly corner; thence along the easterly boundary of said deed the following two (2) courses, (1) South 14°16'39" West, 25.52 feet; thence (2) South 14°37'02" West, 153.75 feet to said northeasterly right of way line of 12th Street; thence along last said right of way North 60°14'54" West, 17.97 feet to the **POINT OF BEGINNING**.

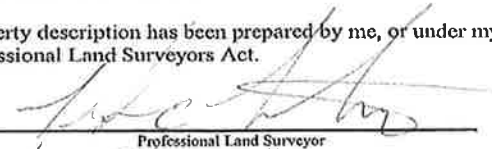
TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Twelfth Street (33.00 feet half width) and Mulberry Street lying easterly of the following described line:

BEGINNING at a point on the above said northeasterly right of way line of Twelfth Street, distant thereon South 60°14'54" East, 340.34 feet from the above said westerly corner of Block 11, Range 3; thence South 12°38'20" West, 28.52 feet; thence South 13°01'26" East, 20.88 feet; thence South 17°09'59" West, 36.13 feet; thence South 24°10'17" West, 26.25 feet to the westerly right of way of State Route 91.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor

Date: Nov. 24, 2008

08-Riv-91-20.18-20429 (20429-1)



RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
)
NIXON PEABODY LLP)
555 West 5th Street, 46th Floor)
Los Angeles, California 90013)
Attention: Rudy S. Salo, Esq.)

(Space above for Recorder's use)

**FIRST AMENDMENT TO MEMORANDUM OF SITE PURCHASE, ASSIGNMENT OF
LEASE AND AGENCY AGREEMENT**

Dated as of September 1, 2012

NO DOCUMENTARY TRANSFER TAX DUE

This First Amendment is exempt pursuant to
Section 6103 of the California Government Code.

FIRST AMENDMENT TO MEMORANDUM OF SITE PURCHASE, ASSIGNMENT OF LEASE AND AGENCY AGREEMENT

This FIRST AMENDMENT TO MEMORANDUM OF SITE PURCHASE, ASSIGNMENT OF LEASE AND AGENCY AGREEMENT is made as of this 1st day of September, 2012 (this "Amendment"), and amends the Memorandum of Site Purchase, Assignment of Lease and Agency Agreement dated as of November 1, 1997 which was recorded in the offices of the Riverside County Recorder as Document Number #422308 on November 18, 1997 (the "Original Memorandum of Purchase and Assignment").

W I T N E S S E T H:

WHEREAS, the County of Riverside, California (the "County") has leased to the Department of General Services of the State of California (the "Department") and the Department has leased certain real property situated in the County (the "Site") upon which a California State Court of Appeal was constructed pursuant to the Riverside County California State Court of Appeal Fourth Appellate Court District, Division Two, Building Lease dated as of October 17, 1997, as amended by an Addendum No. 1 to Lease dated as of November 1, 1997 (as amended, the "Lease"), a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422306 on November 18, 1997; and

WHEREAS, pursuant to a Site Purchase, Assignment of Lease and Agency Agreement dated as of November 1, 1997 (the "Purchase and Assignment"), by and between the County and the Authority, the County, among other things, sold the Site to the Authority and assigned all of its rights and interests in the Lease to the Authority; and

WHEREAS, the Riverside County Transportation Commission ("RCTC") notified the Authority and the Department that RCTC requires a portion of the Site (such portion hereinafter referred to as the "Parcel") for the purpose of expanding a portion of State Highway Route 91; and

WHEREAS, the Purchase and Assignment did not include a legal description that included the Parcel but the Original Memorandum of Purchase and Assignment did contain a legal description that did include a legal description of the Parcel; and

WHEREAS, in order to complete the sale of the Parcel, the Original Memorandum of Purchase and Assignment must be amended to remove the Parcel from the legal description thereof; and

NOW THEREFORE, the Authority is authorized to enter into this Amendment;

1. Amendment to Exhibit A. Exhibit A to the Original Memorandum of Purchase and Assignment is hereby amended by deleting and releasing therefrom the Parcel as described in Exhibit A attached to this Amendment.

2. Purpose of Amendment. This Amendment is prepared for the purpose of amendment to the recorded Original Memorandum of Purchase and Assignment, and it in no way modifies the provisions of the Purchase and Assignment.

IN WITNESS WHEREOF, the Authority has caused this Amendment to be executed by the Chairperson of the Authority, all as of the day and year first above written.

RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY

By: _____

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of California)
)
County of _____) ss.

On _____ before me, _____, a Notary Public, 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

[Affix seal here]

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

EXHIBIT "A"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of Twelfth Street (66.00 feet wide); thence along said northeasterly right of way line of Twelfth Street, South 60°14'54" East, 340.34 feet to the **POINT OF BEGINNING**;

thence North 12°38'20" East, 31.53 feet;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary South 60°14'40" East, 1.61 feet to said northeasterly corner; thence along the easterly boundary of said deed the following two (2) courses, (1) South 14°16'39" West, 25.52 feet; thence (2) South 14°37'02" West, 153.75 feet to said northeasterly right of way line of 12th Street; thence along last said right of way North 60°14'54" West, 17.97 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Twelfth Street (33.00 feet half width) and Mulberry Street lying easterly of the following described line:

BEGINNING at a point on the above said northeasterly right of way line of Twelfth Street, distant thereon South 60°14'54" East, 340.34 feet from the above said westerly corner of Block 11, Range 3; thence South 12°38'20" West, 28.52 feet; thence South 13°01'26" East, 20.88 feet; thence South 17°09'59" West, 36.13 feet; thence South 24°10'17" West, 26.25 feet to the westerly right of way of State Route 91.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Professional Land Surveyor

Date: Nov 24, 2008



08-Riv-91-20.18-20429 (20429-1)

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
NIXON PEABODY LLP)
555 West Fifth Street)
46th Floor)
Los Angeles, California 90013)
)
Attention: Rudy S. Salo, Esq.)

(Space above for Recorder's Use)

**MEMORANDUM OF FIRST AMENDMENT TO
CALIFORNIA STATE COURT OF APPEAL, FOURTH APPELLATE DISTRICT,
DIVISION TWO BUILDING LEASE**

Dated as of September 1, 2012

NO DOCUMENTARY TRANSFER TAX DUE

This First Amendment is exempt pursuant to
Section 6103 of the California Government Code.

**MEMORANDUM OF FIRST AMENDMENT TO
CALIFORNIA STATE COURT OF APPEAL, FOURTH APPELLATE DISTRICT,
DIVISION TWO BUILDING LEASE**

This MEMORANDUM OF FIRST AMENDMENT TO CALIFORNIA STATE COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIVISION TWO BUILDING LEASE is dated as of September 1, 2012 (this "Memorandum") and is by and between the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY (the "Authority") and the DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA ("Department").

W I T N E S S E T H:

WHEREAS, pursuant to the Riverside County California State Court of Appeal Fourth Appellate Court District, Division Two, Building Lease dated as of October 17, 1997, as amended by an Addendum No. 1 to Lease dated as of November 1, 1997 (as amended, the "Lease"), a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422306 on November 18, 1997, the County of Riverside, California (the "County") has leased to the Department of General Services of the State of California (the "Department") certain real property situated in the County (the "Site") upon which a California State Court of Appeal was constructed; and

WHEREAS, pursuant to a Site Purchase, Assignment of Lease and Agency Agreement dated as of November 1, 1997, by and between the County and the Authority, a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422308 on November 18, 1997, the County, among other things, sold the Site to the Authority and assigned all of its rights and interests in the Lease to the Authority; and

WHEREAS, the Riverside County Transportation Commission ("RCTC") notified the Authority and the Department that RCTC requires a portion of the Site (such portion hereinafter referred to as the "Parcel") for the purpose of expanding a portion of State Highway Route 91; and

WHEREAS, in order to complete the sale of the Parcel, the Lease must be amended to release the Parcel from the terms thereof, and the Authority and the Department entered into a First Amendment to the Lease dated of even date herewith (the "First Amendment") to release the Parcel from the legal description of the Lease; and

That in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Amendment to the Lease. Exhibit A to the Lease has been amended by the First Amendment by deleting and releasing therefrom the Parcel as described in Exhibit A attached to this Memorandum.

Section 2. Purpose of Memorandum. This instrument is a memorandum of the First Amendment and is subject to all of the terms provided in the unrecorded First Amendment and in no way modifies the provisions of the First Amendment. If the terms of this instrument are inconsistent with the terms of the First Amendment, the terms of the First Amendment shall prevail.

Section 3. Governing Law. This Memorandum shall be construed and governed in accordance with the laws of the State of California.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Authority and the Department have caused this Memorandum to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY

By: _____

DEPARTMENT OF GENERAL SERVICES OF
THE STATE OF CALIFORNIA

By: _____

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of California)
)
County of _____) ss.

On _____ before me, _____, a Notary Public, 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

[Affix seal here]

Signature of Notary Public

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of California)
)
County of _____) ss.

On _____ before me, _____, a Notary Public, 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

[Affix seal here]

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

EXHIBIT "A"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of Twelfth Street (66.00 feet wide); thence along said northeasterly right of way line of Twelfth Street, South 60°14'54" East, 340.34 feet to the **POINT OF BEGINNING**;

thence North 12°38'20" East, 31.53 feet;

thence South 62°26'12" East, 10.76 feet;

thence North 29°41'06" East, 19.98 feet;

thence North 16°48'17" East, 50.17 feet;

thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary South 60°14'40" East, 1.61 feet to said northeasterly corner; thence along the easterly boundary of said deed the following two (2) courses, (1) South 14°16'39" West, 25.52 feet; thence (2) South 14°37'02" West, 153.75 feet to said northeasterly right of way line of 12th Street; thence along last said right of way North 60°14'54" West, 17.97 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Twelfth Street (33.00 feet half width) and Mulberry Street lying easterly of the following described line:

BEGINNING at a point on the above said northeasterly right of way line of Twelfth Street, distant thereon South 60°14'54" East, 340.34 feet from the above said westerly corner of Block 11, Range 3; thence South 12°38'20" West, 28.52 feet; thence South 13°01'26" East, 20.88 feet; thence South 17°09'59" West, 36.13 feet; thence South 24°10'17" West, 26.25 feet to the westerly right of way of State Route 91.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

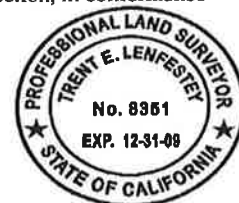
The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: Nov. 24, 2008



08-Riv-91-20.18-20429 (20429-1)

**FIRST AMENDMENT TO
NOTICE OF ASSIGNMENT**

This FIRST AMENDMENT TO NOTICE OF ASSIGNMENT is dated as of September 1, 2012 (this "Amendment") and is given by the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY (the "Authority") and amends the Notice of Assignment, dated as of November 1, 1997 (the "Notice of Assignment"), by the Authority, and recorded in the offices of the Riverside County Recorder as Document Number #422309 on November 18, 1997;

W I T N E S S E T H:

WHEREAS, the County of Riverside, California (the "County") has leased to the Department of General Services of the State of California (the "Department") and the Department has leased certain real property situated in the County (the "Site") upon which a California State Court of Appeal was constructed, pursuant to the Riverside County California State Court of Appeal Fourth Appellate Court District, Division Two, Building Lease dated as of October 17, 1997, as amended by an Addendum No. 1 to Lease dated as of November 1, 1997 (as amended, the "Lease"), a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422306 on November 18, 1997; and

WHEREAS, pursuant to a Site Purchase, Assignment of Lease and Agency Agreement dated as of November 1, 1997 (the "Purchase and Assignment") by and between the County and the Authority, a memorandum of which was recorded in the offices of the Riverside County Recorder as Document Number #422308 on November 18, 1997 (the "Memorandum of Purchase and Assignment"), the County, among other things, sold the Site to the Authority and assigned all of its rights and interests in the Lease to the Authority; and

WHEREAS, pursuant to the Trust Agreement dated as of November 1, 1997 (the "Trust Agreement"), by and between the Authority and the Treasurer of the State of California (the "Treasurer") relating to the \$13,470,000 Riverside County Public Financing Authority 1997 Lease Revenue Bonds (State of California Court of Appeal Court Appellate District, Division Two Project), certain rights of the Authority under the Lease including, without limitation, the Authority's right to receive lease payments with respect thereto, were assigned to the Treasurer as trustee under the Trust Agreement (the "Assignment"); and

WHEREAS, pursuant to the Notice of Assignment, the Authority provided notice of the Assignment made under the Trust Agreement; and

WHEREAS, the Riverside County Transportation Commission ("RCTC") notified the Authority and the Department that RCTC requires a portion of the Site (such portion hereinafter referred to as the "Parcel") for the purpose of expanding a portion of State Highway Route 91 (the "Project"); and

WHEREAS, RCTC, the Department and the Authority have negotiated an Agreement of Purchase and Sale and Joint Escrow Instructions (the "Purchase Agreement"), and, pursuant to the terms thereof, the Authority, with the consent of the Department, will sell the Parcel to RCTC; and

WHEREAS, in order to complete the sale of the Parcel, the Notice of Assignment must be amended to remove the Parcel from the legal description thereof; and

NOW THEREFORE, the Authority is authorized to enter into this Amendment.

Section 1. Amendment to the Notice of Assignment. Exhibit A to the Notice of Assignment is hereby amended by deleting and releasing therefrom the Parcel as described in Exhibit A attached to this Amendment.

Section 2. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Amendment shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 3. Survival of Notice of Assignment. Except as otherwise amended hereby, the Notice of Assignment shall remain in full force and effect.

Section 4. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of California.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Authority has caused this Amendment to be executed by the Chairperson of the Authority, all as of the day and year first above written.

RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY

By: _____

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2012, before me, _____ (here insert name & title of the officer), 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

EXHIBIT "A"

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of Twelfth Street (66.00 feet wide); thence along said northeasterly right of way line of Twelfth Street, South 60°14'54" East, 340.34 feet to the **POINT OF BEGINNING**;
thence North 12°38'20" East, 31.53 feet;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary South 60°14'40" East, 1.61 feet to said northeasterly corner; thence along the easterly boundary of said deed the following two (2) courses, (1) South 14°16'39" West, 25.52 feet; thence (2) South 14°37'02" West, 153.75 feet to said northeasterly right of way line of 12th Street; thence along last said right of way North 60°14'54" West, 17.97 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Twelfth Street (33.00 feet half width) and Mulberry Street lying easterly of the following described line:

BEGINNING at a point on the above said northeasterly right of way line of Twelfth Street, distant thereon South 60°14'54" East, 340.34 feet from the above said westerly corner of Block 11, Range 3; thence South 12°38'20" West, 28.52 feet; thence South 13°01'26" East, 20.88 feet; thence South 17°09'59" West, 36.13 feet; thence South 24°10'17" West, 26.25 feet to the westerly right of way of State Route 91.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *Trent E. Lenfestey*
Professional Land Surveyor

Date: Nov. 24, 2008

08-Riv-91-20.18-20429 (20429-1)



PROJECT: State Route 91 HOV
APN: 215-310-007
Caltrans No.: 20429
Federal ID No.: 33-0072823

AGREEMENT
OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(Partial)

Lawyers Title Company
4100 Newport Place Drive, Suite 120
Newport Beach, CA 92660

Escrow No: _____

Attention: Grace U. Kim
("Escrow Holder")

Title Order No.: 12187744-10

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into as of this ____ day of _____, 2012, by and between the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California ("Buyer")**, **RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a California public agency ("Seller")** and the **DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA, a public agency ("Department")**. Buyer, Seller and Department are sometimes individually referred to herein as "Party" and collectively as "**Parties.**" This Agreement shall be effective as of the date, following all legally required notices and hearings, this Agreement has been approved by the governing bodies (or their delegated representatives) of Buyer and Seller, approved by Department and signed by all Parties ("**Effective Date**")

RECITALS

A. Seller is the owner in fee of certain real property designated as Assessor's Parcel Number 215-310-007, in the City of Riverside, County of Riverside, State of California ("**Master Parcel**"), as depicted in **Exhibit "A"** attached hereto and incorporated herein by reference.

B. Buyer is responsible for transportation planning in Riverside County and desires to purchase portions of the Master Parcel from Seller in connection with the construction of high occupancy vehicle ("**HOV**") lanes on Highway 91 ("**Project**"), located adjacent to or near the Master Parcel. The portions of the Master Parcel that Buyer desires to purchase in fee are more particularly described in **Exhibit "B-1"** and depicted in **Exhibit "B-2"** attached hereto and are hereafter collectively referred to as the "**Fee Property.**" Reference herein to "**Fee Property**" shall include all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the Property. The portions of the Master Parcel as to which Buyer desires to acquire aerial easement rights are more particularly described in **Exhibit "C-1"** and depicted in **Exhibit "C-2"** attached hereto and are hereafter collectively referred to as the "**Aerial Easement Property.**" The Fee

Property and the Aerial Easement Property are collectively referred to as the “**Property.**” Seller desires to sell the Property to Buyer, upon the terms and provisions set forth herein.

C. Improvements located upon the Master Parcel have been leased to the Department pursuant to the Riverside County California State Court of Appeal Fourth Appellate District, Division Two, Building Lease, dated as of October 17, 1997, as amended by Addendum No. 1 to Riverside County California State Court of Appeal Fourth Appellate District, Division Two, Building Lease, , dated as of November 1, 1997 (as amended, the “**Lease**”). As a result of its interest in the Master Parcel pursuant to the Lease, the consent of the Department to the terms and provisions of this Agreement is necessary and appropriate.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The total purchase price for the Property is [ONE HUNDRED FOUR THOUSAND ONE HUNDRED TWENTY DOLLARS] (\$104,120) (“**Purchase Price**”).

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Buyer shall pay the Purchase Price to Seller through escrow in cash, by cashier’s or certified check or by wire transfer.

1.4 Withholding Requirements per R&T 18662. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3 1/3% of the total sales price/Purchase Price for the Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow (“**Escrow**”) for the conveyance of the Property with Lawyers Title Company (“**Escrow Holder**”). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder’s discretion, of this Agreement, fully executed by the Parties (“**Opening of Escrow**”). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened (“**Opening Date**”).

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions (“**Additional Instructions**”) of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. Recordation of the Grant Deed conveying title to the Fee Property from Seller to Buyer (“**Grant Deed**” – in substantially the same form as attached hereto as **Exhibit “D”**), recordation of the Aerial Easement Deed conveying easement rights as described herein over a portion of the Master Parcel from Seller to Buyer (“**Aerial Easement Deed**” – in substantially the same form as attached hereto as **Exhibit “E”**) and disbursement of funds and distribution of other documents by Escrow Holder as described herein shall constitute “**Close of Escrow**” or “**Closing**” and the date thereof shall be the “**Closing Date.**” Close of Escrow shall occur one hundred eighty (180) days following the Opening Date, provided that Seller and Buyer may, but shall not be obligated to, close the Escrow upon such earlier date as may be agreed upon by them in writing. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. Closing shall also be conditioned upon receipt by Seller of the unqualified approving opinion described in Section 2.7.6 below. In the event the Escrow is not in a condition to close by the Closing Date, or the “**Extended Closing Date**”, if any, for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Section 6.1 herein. If no notice of termination as provided in Section 6.1 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible. *Note: The Extended Closing Date is a date beyond the original Closing Date, agreed to by Buyer and Seller.* Close of Escrow shall also be conditioned on Buyer receiving prior approval from the Federal Transportation Administration, the Federal Highways Administration and/or Caltrans, as applicable, as described in Section 2.6 below.

2.4 Costs of Escrow. Buyer shall pay all costs of the Title Policy (defined below), and all Escrow fees, and normal closing costs attributable to the conveyance of the Property (collectively “**Title and Escrow Costs**”). Buyer shall be solely responsible for payment of any expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property as well as any payment of taxes and assessments, as described in Section 2.5 below. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date, or Extended Closing Date, if any. Each Party shall be responsible for payment of its own attorneys’ fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Seller shall timely pay all real property taxes and assessments allocable to the Master Parcel accruing prior to Close of Escrow. Because Buyer is a public agency to which real property taxes do not apply, no proration of real property

taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer's status as a public agency. Buyer will cooperate reasonably with Seller's efforts to obtain any such refund. **Buyer acknowledges that Seller is also a public entity and as a result, the Master Parcel may not be subject to payment of real property taxes and assessments. If this is the case, the provisions of this Section 2.5 as well as Sections 2.6.6 and 2.9.2 may not be operative.**

2.6 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.6.1 Ratification of this Agreement by Buyer's governing body as set forth in more detail in Section 9.16 herein.

2.6.2 Seller shall have tendered into Escrow all payments and documents required of it pursuant to Section 2.9 of this Agreement.

2.6.3 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.4 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.6.5 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.6 If applicable, all property taxes and assessments attributable to the Master Parcel shall have been paid by Seller before delinquency (or paid at Closing) and shall be current as of Close of Escrow.

2.6.7 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.6.8 [Intentionally deleted].

2.6.9 Buyer shall have received approval for its acquisition of the Property from the Federal Transportation Administration, the Federal Highways Administration and/or Caltrans, as applicable.

2.6.10 Department shall have consented to conveyance of the Property from Seller to Buyer in accordance with the provisions of Section 9.16 herein.

2.7 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date, or Extended Closing Date, if any:

2.7.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.7.2 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.3 Any representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.4 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.7.5 Department shall have consented to conveyance of the Property from Seller to Buyer in accordance with the provisions of Section 9.16 herein.

2.7.6 Receipt by Seller of an unqualified approving opinion that the sale of the Property and the resulting amendment to public financing documents affecting the balance of the Master Parcel do not adversely affect the tax exempt status of such financing and the bonds associated therewith.

2.8 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price.

2.8.2 Funds required to pay the Title and Escrow Costs payable by Buyer pursuant to Section 2.4 herein.

2.8.3 Funds required to pay sales or brokerage commissions and finder's fees which Buyer may have agreed in writing to pay with respect the transaction which is the subject of this Agreement.

2.8.4 Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.

2.8.5 Certificates of Acceptance, accepting Grant Deed and Aerial Easement Deed, and consenting to recording of same ("**Certificate of Acceptance**"). See Exhibit "F" attached.

2.8.6 Preliminary Change of Ownership form.

2.8.7 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.8.8 Funds sufficient to satisfy legal and administrative fees incurred by Seller, Department, the State Treasurer of the State of California and its counsel, in the negotiation and preparation of this Agreement, the Escrow described herein and the Closing thereof, in accordance with reasonably detailed statements approved by Buyer.

2.9 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.9.1 Funds required to pay all sales or brokerage commissions and finder's fees payable by Seller, if any, with respect the transaction which is the subject of this Agreement.

2.9.2 Funds required to pay real property taxes and assessments, as described in Section 2.5 above.

2.9.3 Any additional charges customarily charged to sellers in accordance with common escrow practices in Riverside County, at the discretion of Escrow Holder.

2.9.4 The fully-executed and acknowledged Grant Deed and Aerial Easement Deed, each containing a properly executed and acknowledged Consent of Lessee executed by the Department, as described in Section 9.16 herein.

2.9.5 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

2.9.6 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.5, 2.8

and 2.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.10.3 Record the Grant Deed and Aerial Easement Deed, with Certificates of Acceptance attached thereto, and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Withhold from funds otherwise payable to Seller at Close of Escrow such amount as Buyer is required to withhold therefrom pursuant to California Revenue and Taxation Code Section 18662 (i.e., 3 1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662. Further, deliver to each Party copies of all such withholding form(s).

2.10.5 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.6 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 9.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Fee Property and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from Lawyers Title Insurance Corporation ("**Title Company**") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("**Title Policy**") with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer, including the Agreement for Possession and Use among the Parties dated as of March 1, 2011 (“**Possession Agreement**”), as described in the Memorandum of Agreement for Possession and Use recorded August 23, 2011 as Instrument No. 2011-0372666, Records of Riverside County, California.

3.2.4 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

Notwithstanding any other provision(s) in this Agreement, any exceptions to title to the Property representing monetary liens or encumbrances are hereby disapproved and deemed a Disapproved Matter (defined below). Because the Property constitutes a portion of the Master Parcel and because any mortgage, deed of trust or other monetary lien or encumbrance will affect all of the Master Parcel, the Parties will cooperate with Escrow Holder to obtain from the holder of any such monetary encumbrance a partial release or partial reconveyance to be recorded at Close of Escrow, with Escrow Holder being authorized and instructed to pay the funds necessary for such release/reconveyance to the holder of such encumbrance from funds otherwise payable to Seller at Close of Escrow.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the Opening Date, Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the “**Title Report**”). Upon the later of (a) thirty (30) days following the Opening Date; or (b) thirty (30) days following Buyer’s receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute “**Disapproved Matters**” which Seller, Buyer and Escrow Holder will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed permitted exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Approved Matters.

4. RENTAL PROPERTY PROVISIONS. If the Property is subject to one or more leases for residential or commercial purposes, this Agreement will be subject to the additional provisions described in Addendum 1 attached hereto.

5. SUITABILITY AND CONDITION OF PROPERTY. The Parties acknowledge that Buyer has previously taken possession of the Property pursuant to the Possession Agreement. Buyer has determined that the Property is suitable for Buyer’s intended purposes in

connection with the Project. Buyer's rights and obligations with respect to its possession and use of the Property prior to Close of Escrow are as set forth in the Possession Agreement.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, 6.4, 9.3 or 9.16 herein or pursuant to any Addendum attached hereto, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Sections 2.3, 6.2 or 9.16 herein, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all other obligations and liabilities of the Parties under this Agreement shall cease and terminate.

6.2 Buyer's Breach. If Buyer materially defaults its obligation to perform under this Agreement and fails to cure such default within thirty (30) days following written notice from Seller, then Seller shall have the right to enforce this Agreement through an action for specific performance.

6.3 Intentionally Deleted.

6.4 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within thirty (30) days following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct to the best of Seller's knowledge as of the Effective Date and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Subject to consent by the Department pursuant to the Lease (as described in Section 9.16 herein), Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer the interests in the Property described herein

and are enforceable in accordance with their respective terms as limited by bankruptcy, moratorium, reorganization, insolvency or other laws affecting creditors' rights generally or by exercise of judicial discretion in accordance with general principals of equity or otherwise in appropriate cases.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, other than the Lease, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy for the Property.

7.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer that a release of hazardous substance has occurred on or beneath the Property. Seller warrants to Buyer that to the best of Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property. To the best of Seller's knowledge, Seller has not used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

7.1.4 Litigation. There are no known claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not aware of any of the following which Seller would be subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

7.1.5 No Breach. Subject to consent by the Department pursuant to the Lease (as described in Section 9.16 herein), the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

7.1.6 No Condemnation or Other Proceedings. Seller is unaware of any contemplated condemnation of the Property or any portion thereof by any other public entity.

7.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and Aerial Easement Deed and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of / in connection with any misrepresentation made by Seller pursuant to this Article 8.

8. REMAINDER PARCEL CURATIVE WORK AND RIGHT OF ENTRY.

8.1 Remainder Parcel. That portion of the Master Parcel being retained by Seller ("**Remainder Parcel**") will be affected by construction activities on the Property in connection with the Project. Buyer and Seller agree that in addition to payment by Buyer of the Purchase Price and the performance by Buyer of the other obligations described herein, Buyer, its contractors or assigns shall perform those construction activities, if any, described in Section A of Addendum 2 attached hereto concurrent with Project-related construction activities on the Property.

8.2 Seller Right to Remove/Reconstruct. The compensation to be paid by Buyer to Seller pursuant to this Agreement may include the value of and cost to remove, relocate, reconstruct and/or refurbish certain improvements located upon the Property, as more particularly described in Section B of Addendum 2 attached hereto. If any such improvements are not removed from the Property or reconstructed or refurbished prior to the date set forth in Addendum 2 (but not sooner than Close of Escrow), Buyer, its agents, contractors or assigns shall have the right (but not the obligation) to remove such improvements and dispose of the same in any manner Buyer deems appropriate, without further notice, responsibility or payment to Seller whatsoever.

8.3 Right of Entry. The Parties acknowledge that Buyer has a right of entry, possession and use of the Property and the Remainder Parcel in accordance with the terms of the Possession Agreement. At Close of Escrow, Seller agrees to grant to Buyer a temporary construction easement ("**TCE**") in order to complete those construction activities and obligations described in Section A of Addendum 2 related to sewer line relocation as well as to perform inspections in connection with such construction activities. The TCE will be in the same form as that attached hereto as Addendum 3 and the real property affected by the TCE is hereafter referred to as the "**TCE Property.**" Unless otherwise agreed to by the Parties in writing prior to Closing, the TCE will be recorded at Close of Escrow; provided, however, that Buyer will provide not less than forty-eight (48) hours prior written notice to Seller regarding its entry upon the Remainder Parcel pursuant to the TCE.

The right to use the TCE Property shall continue in effect for a period of three (3) months following Close of Escrow. All efforts shall be made to complete the described work within the prescribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, and the occurrence is

verified through the contractor or City/State project inspection logs, Buyer agrees to pay at the rate of \$1,233.00 per month, prorated to the actual date of Buyer's termination of use.

Upon forty-eight (48) hours prior written notice, Buyer, its agents and contractors, will have a right of entry to the Remainder Parcel in order to complete those construction activities described in Section A of Addendum 2 that have not been previously completed. Buyer anticipates that this right of entry will be utilized and completion of such remaining construction activities will occur when other Project activities in the area of the Remainder Parcel are finished, but in no event later than the completion date for the Project. This right of entry and the rights and obligations of Buyer and Seller with respect thereto will survive Close of Escrow and be binding on the Parties until the remaining construction activities described in Section A of Addendum 2 have been completed.

9. MISCELLANEOUS.

9.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
Attn: Anne Mayer, Executive Director
4080 Lemon Street, 3rd Floor
P. O. Box 12208
Riverside, CA 92502-2208
Telephone: (951) 787-7141
Facsimile: (951) 787-7906

With Copy to: Best Best & Krieger LLP
Attn: Steven DeBaun, Esq.
3750 University Avenue
Riverside, CA 92501
Telephone: (951) 686-1450
Facsimile: (951) 686-3083

To Seller: Riverside County Public
Financing Authority
c/o James Force
3403 10th Street, 5th Floor
Riverside, CA 92501
Telephone: (951) 955-4822
Facsimile: (951) 955-4837

To Department: Department of General Services
of the State of California
Attention: Michael Butler
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Telephone: _____
Facsimile: _____

With Copy to: Overland, Pacific & Cutler
Attention Mark La Bonte
2280 Market Street, Suite 340
Riverside, CA 92501
Telephone: (951) 683-2353
Facsimile: (951) 683-3901

To Title Company: Lawyers Title Insurance Corporation
Attention: Chris Maziar
4100 Newport Place Drive, Suite 120
Newport Beach, CA 92660
Telephone: (949) 724-3170
Facsimile: (949) 258-5740

9.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances caused by Seller occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed and Aerial Easement Deed for a period not to exceed applicable statute of limitations.

9.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow.

9.4 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall deposit with Escrow Holder (or, with respect to Seller, the payment to Seller at Closing will be debited) in an amount sufficient to satisfy all brokerage commissions and finder's fees for what such Party has become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

9.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and Aerial Easement Deed and the Close of Escrow.

9.6 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

9.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

9.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

9.9 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

9.10 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

9.11 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

9.12 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

9.13 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of

California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Riverside.

9.14 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

9.15 Successors and Assigns. Subject to the provisions of Section 9.14 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

9.16 Ratification; Consent. Buyer's obligation to accept title to the Property and pay the Purchase Price as provided herein are subject to the approval and ratification of this Agreement by the Buyer's governing body on or before the Closing Date, or Extended Closing Date, if any. In event the Buyer's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Buyer may terminate this Agreement and the Escrow as provided in Section 6.1 herein. Seller's obligation to convey title to the Property as provided herein is subject to the approval and ratification of this Agreement by Seller's governing body on or before the Closing Date, or Extended Closing Date, if any. In the event Seller's governing body fails to ratify this Agreement prior to the Closing Date, or Extended Closing Date, if any, then Seller may terminate this Agreement and the Escrow as provided in Section 6.1 herein. As Lessee of the Master Parcel, Department must also approve and consent to the purchase and sale of the Property. Such approval and consent will be evidenced by execution and acknowledgement by Department of the "Consent of Lessee" provisions to be attached to the Grant Deed and Aerial Easement Deed, as included in the forms thereof attached hereto as Exhibits "D" and "E".

9.17 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

9.18 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

9.19 Legal Fees. Other than as set forth in Section 2.8.8 above, each Party shall be responsible for payment of its own attorney's fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court

settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

9.20 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

9.21 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

9.22 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Date: _____

BUYER:

Riverside County Transportation Commission
Attn: Anne Mayer, Executive Director
4080 Lemon Street, 3rd Floor
Riverside, California 92501

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Steven DeBaun, Attorney for
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

ATTEST:

SELLER:

Riverside County Public Financing Authority

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

DEPARTMENT:

Department of General Services of the State of
California

By: _____
Its: _____

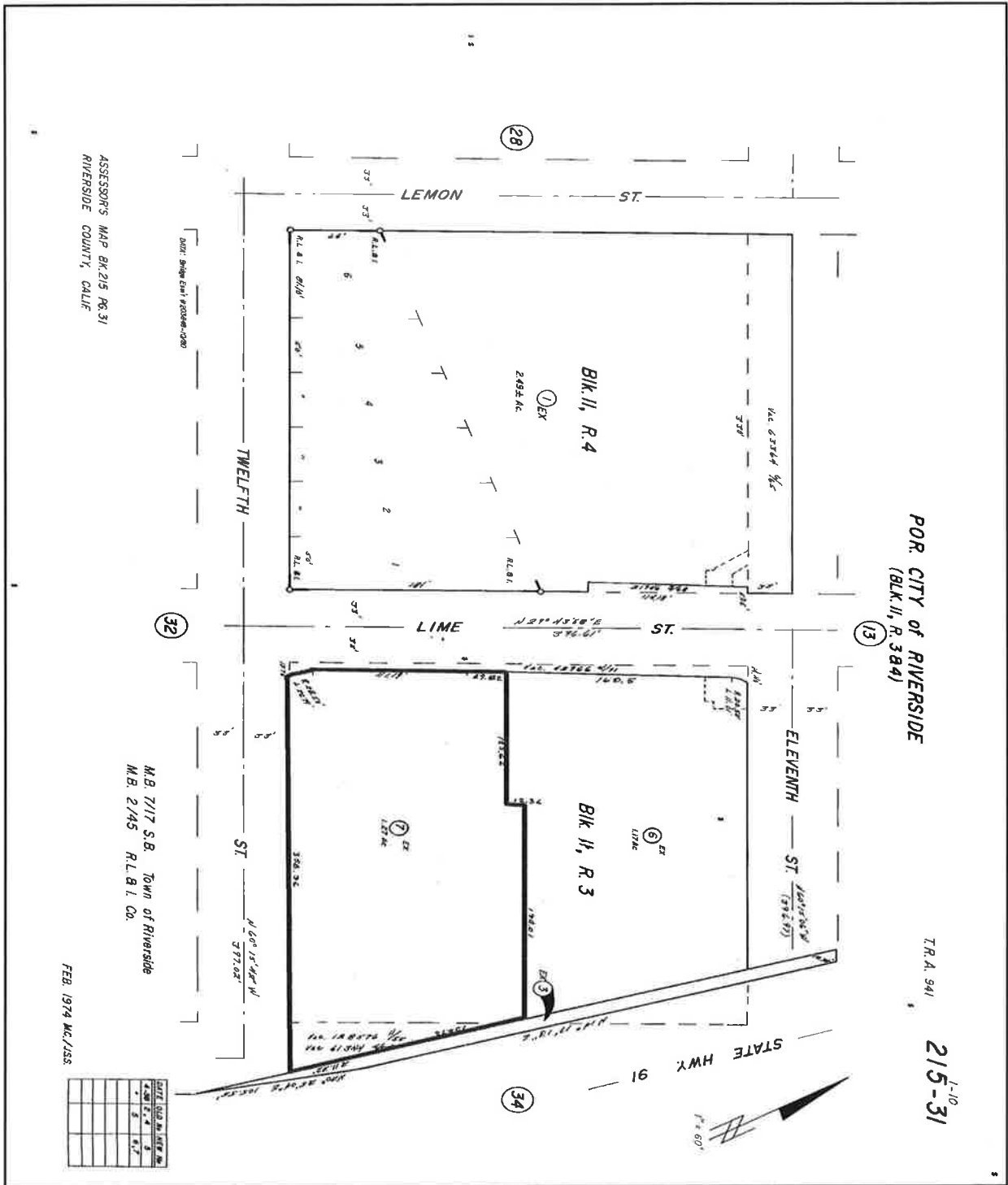
By: _____
Its: _____

LIST OF EXHIBITS

- Exhibit A - Depiction of Master Parcel
- Exhibit B-1 - Legal Description of the Fee Property
- Exhibit B-2 - Depiction of the Fee Property
- Exhibit C-1 - Legal Description of the Easement Property
- Exhibit C-2 - Depiction of the Easement Property
- Exhibit D - Grant Deed
- Exhibit E - Aerial Easement Deed
- Exhibit F - Certificate of Acceptance
- Addendum 1 - Rental Property
- Addendum 2 - Construction Activities
- Addendum 3 - Temporary Construction Easement

EXHIBIT "A"

DEPICTION OF MASTER PARCEL



ASSESSOR'S MAP BK. 215 PG. 31
RIVERSIDE COUNTY, CALIF.

M.B. 7717 S.R. Town of Riverside
M.B. 2745 R.L.B.I. Co.

FEB. 1979 M.C./JSS

DATE	BY	REVISION

POR. CITY OF RIVERSIDE
(BLK. II, R. 384)

T.R.A. 941
215-31

EXHIBIT "B-1"

LEGAL DESCRIPTION OF THE FEE PROPERTY

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official Records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of Twelfth Street (66.00 feet wide); thence along said northeasterly right of way line of Twelfth Street, South 60°14'54" East, 340.34 feet to the **POINT OF BEGINNING**;
thence North 12°38'20" East, 31.53 feet;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary South 60°14'40" East, 1.61 feet to said northeasterly corner; thence along the easterly boundary of said deed the following two (2) courses, (1) South 14°16'39" West, 25.52 feet; thence (2) South 14°37'02" West, 153.75 feet to said northeasterly right of way line of 12th Street; thence along last said right of way North 60°14'54" West, 17.97 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, appurtenant to the above-described property in and to Twelfth Street (33.00 feet half width) and Mulberry Street lying easterly of the following described line:

BEGINNING at a point on the above said northeasterly right of way line of Twelfth Street, distant thereon South 60°14'54" East, 340.34 feet from the above said westerly corner of Block 11, Range 3; thence South 12°38'20" West, 28.52 feet; thence South 13°01'26" East, 20.88 feet; thence South 17°09'59" West, 36.13 feet; thence South 24°10'17" West, 26.25 feet to the westerly right of way of State Route 91.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: Nov. 24, 2008

08-Rlv-91-20.18-20429 (20429-1)



EXHIBIT "B-2"

DEPICTION OF THE FEE PROPERTY

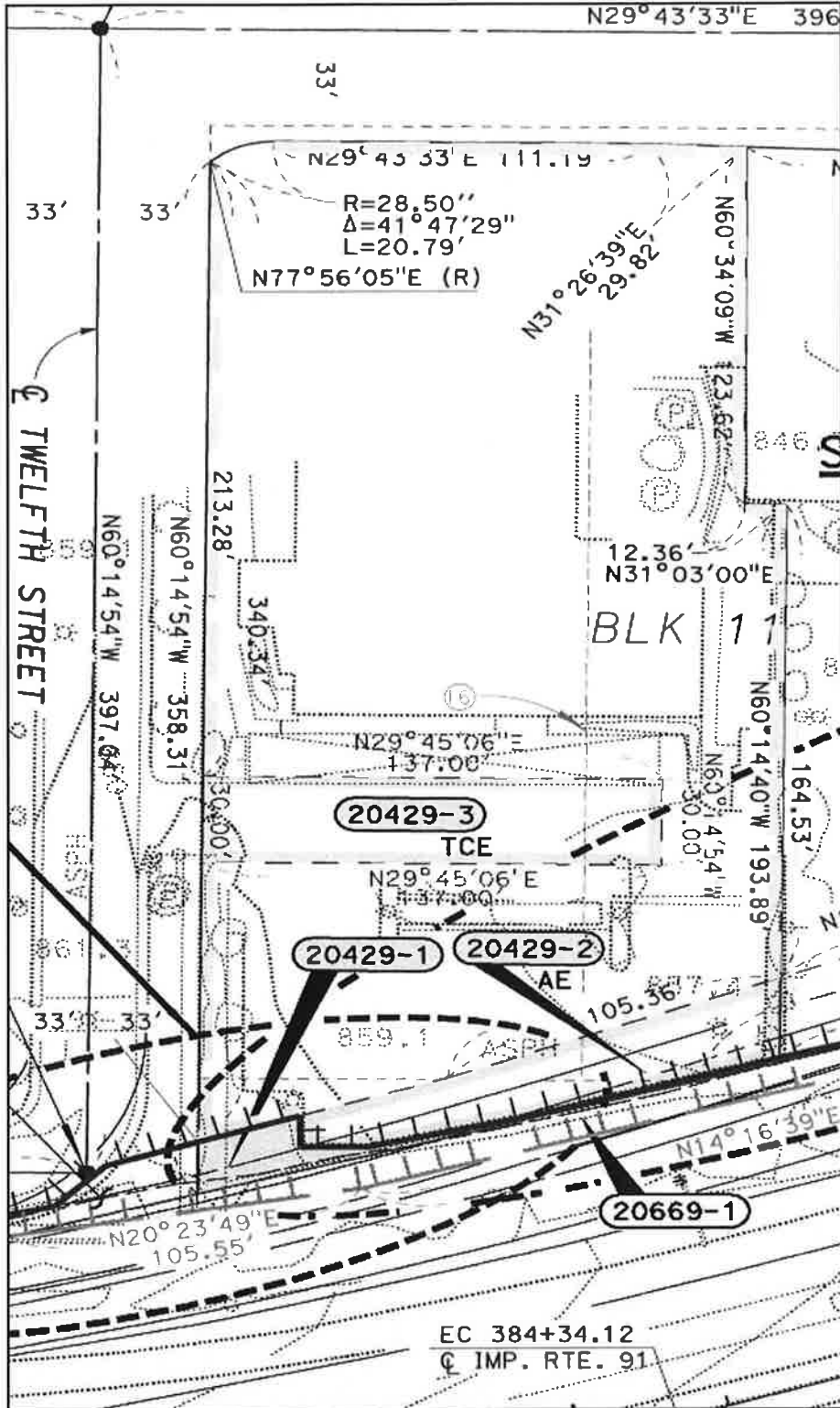


EXHIBIT "C-1"

LEGAL DESCRIPTION OF THE EASEMENT PROPERTY

That portion of Block 11, Range 3, Map of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, as per Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, together with a portion of Mulberry Street as vacated by Instrument No. 128576, recorded November 12, 1965, Official Records of Riverside County, conveyed to the Riverside County Public Authority, by deed recorded November 18, 1997 as Instrument No. 422307, Official records of Riverside County, more particularly described as follows:

COMMENCING at the westerly corner of said Block 11, Range 3, said corner being at the intersection of the southeasterly right of way line of Lime Street (66.00 feet wide) and the northeasterly right of way line of 12th Street (66.00 feet wide); thence along said northeasterly right of way line of 12th Street, South 60°14'54" East, 340.34 feet; thence North 12°38'20" East, 31.53 feet; to the **POINT OF BEGINNING**;
thence South 62°26'12" East, 10.76 feet;
thence North 29°41'06" East, 19.98 feet;
thence North 16°48'17" East, 50.17 feet;
thence North 13°58'30" East, 76.49 feet to a point on the northeasterly boundary of above said deed, said point being distant North 60°14'40" West, 1.61 feet along said boundary from the northeasterly corner of said deed; thence along said boundary North 60°14'40" West, 27.76 feet; thence leaving said boundary South 10°00'02" West, 105.36 feet; thence South 12°38'20" West, 45.76 feet to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.9999727 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Professional Land Surveyor

Date: Nov. 27, 2008



08-Rlv-91-20.18-20429 (20429-2)

Number
20429-2

ALSO, TOGETHER with non-exclusive right of access to the aerial easement hereinabove described for the purpose of inspection, maintaining, retrofitting and repairing said freeway structures and for inspecting the uses made of the land under the aerial easement by way of such roads or passageways as may now or hereafter exist on owner's remaining property; provided, however, that State's exercise of such right of access shall not unreasonably interfere with owner's use of such roads or passageways.

RESERVING unto owner, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 9 meters above the roadway surface of said freeway structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said aerial easement, provided further, that owner, its lessees and/or licensees shall first secure such encroachment permits as may be required by law, which permits shall not be unreasonably withheld. Encroachment permits issued to owner or its subsidiaries or affiliated companies, shall have designated across the face thereof "For Notice of Record Purposes Only"; provided however, that in case of any subsequent conveyance by owner, its subsidiaries or affiliated companies, such facilities and installations shall be subject to a standard encroachment permit.

ALSO RESERVING unto owner, its successors and assigns, the general right to use and enjoy the area of land under the aerial easement hereinabove described. The general right to use and enjoy said land by owner, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land under the aerial easement hereinabove described which would impair the full use and safety of said freeway structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the State as to the safety and compatibility with freeway purposes and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.
3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said freeway or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land under the aerial easement hereinabove described. The State shall be given the opportunity to review and approve plans for any construction within said aerial easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 2.5 meters of the undersides nor within 4.5 meters (measured horizontally) of the sides of said freeway structure without the express written approval of the State. The State shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the freeway or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.

EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the area of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the area of land hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of said land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 30.5 meters of the subsurface of said land or otherwise in such manner as to endanger the safety of any highway that may be constructed on said land.

EXHIBIT "C-2"

DEPICTION OF THE EASEMENT PROPERTY

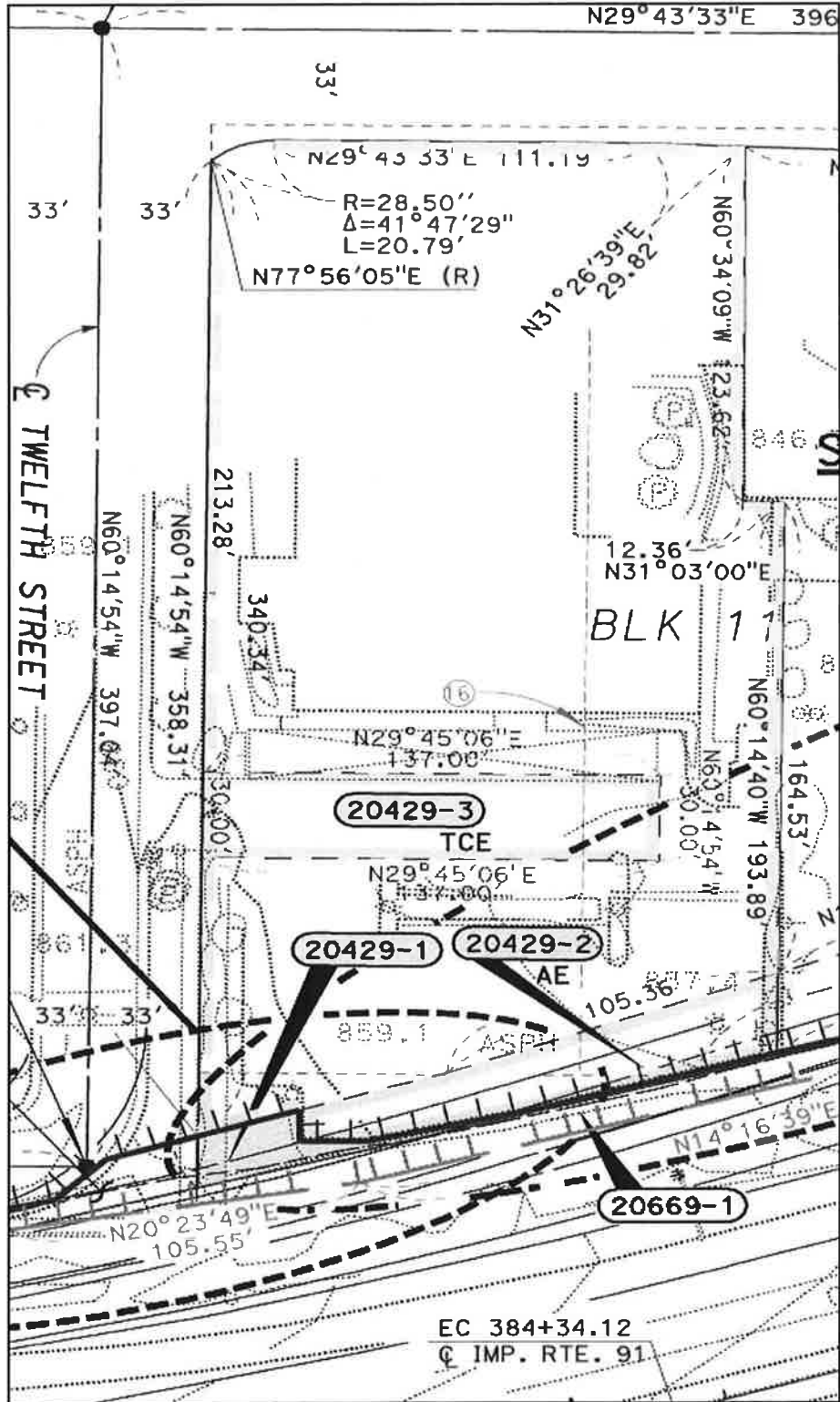


EXHIBIT "D"

GRANT DEED

[Attached]

Exhibit "D"

RECORDING REQUESTED BY

When Recorded Mail To

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Right of Way Department

FREE RECORDING:
This instrument is for the benefit of Riverside County
Transportation Commission, and is entitled to be
recorded without fee or tax. (Govt. Code 27383 and Rev.
& Tax Code 11922)

Space above this line for Recorder's Use

GRANT DEED
(INDIVIDUAL)

District	County	Route	Post	Number
08	RIV	91	00.00	00000

GRANT to the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California, all that real property in the City of Riverside, County of Riverside, State of California, described as:

Legal Description and Depiction attached hereto as Exhibit "1"

Dated this _____ day of _____, 20

Number
00000-0

State of California)

} SS

ACKNOWLEDGMENT

County of _____)

On _____ before me, _____
(here insert name and title of the officer)

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSENT OF LESSEE

The undersigned, Department of General Services of the State of California ("Lessee"), holds a leasehold interest in the Property that is the subject of the Deed to which this Consent is attached, pursuant to the Riverside County California State Court Of Appeal Fourth Appellate District, Division Two, Building Lease, dated as of October 17, 1997, as amended by Addendum No. 1 to Riverside County California State Court Of Appeal Fourth Appellate District, Division Two, Building Lease, dated as of November 1, 1997 (as amended, the "Lease"). By its execution and acknowledgement of this Consent, Lessee confirms its approval of and consent to the conveyance represented by this Deed and its release from the Lease of the real property or interest in real property described in Exhibit "1" to this Deed.

Dated: _____

DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA

By: _____

Its: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "1" TO GRANT DEED

LEGAL DESCRIPTION

"Attached"

EXHIBIT "2" TO GRANT DEED

DEPICTION OF PROPERTY

EXHIBIT "E"
AERIAL EASEMENT DEED
[Attached]

RECORDING REQUESTED BY

When Recorded Mail To

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Right of Way Department

FREE RECORDING:
This instrument is for the benefit of Riverside County
Transportation Commission, and is entitled to be
recorded without fee or tax. (Govt. Code 27383 and Rev.

Space above this line for Recorder's Use

EASEMENT DEED

District	County	Route	Post	Number
08	Riv	91	00.00	00000

GRANT to the Riverside County Transportation Commission, a public agency of the State of California,
an EASEMENT for maintenance purposes upon, over and across that certain real property in the City of
Riverside County of Riverside, State of California, described as follows:

Legal Description and Depiction attached hereto as Exhibits "1" and "2"

Dated this _____ day of _____, 20

Number
00000-0

State of California)

} SS

ACKNOWLEDGMENT

County of _____)

On _____ before me, _____
(here insert name and title of the officer)

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 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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CONSENT OF LESSEE

The undersigned, Department of General Services of the State of California (“Lessee”), holds a leasehold interest in the Property that is the subject of the Deed to which this Consent is attached, pursuant to the Riverside County California State Court Of Appeal Fourth Appellate District, Division Two Building Lease, dated October 17, 1997, as amended by Addendum No. 1 to Riverside County California State Court Of Appeal Fourth Appellate District, Division Two, Building Lease, dated as of November 1, 1997 (as amended, the “Lease”). By its execution and acknowledgement of this Consent, Lessee confirms its approval of and consent to the conveyance represented by this Deed and its release from the Lease of the real property or interest in real property described in Exhibit “1” to this Deed.

Dated: _____

DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA

By: _____
Its: _____

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "1" TO EASEMENT DEED

LEGAL DESCRIPTION

"Attached"

EXHIBIT "2" TO EASEMENT DEED

DEPICTION OF PROPERTY

EXHIBIT "F"

CERTIFICATE OF ACCEPTANCE

[Attached]

Exhibit "F"

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, That the Riverside County Transportation Commission, a public agency of the State of California (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

**IN WITNESS WHEREOF, I have hereunto set my hand
this _____ day of _____, 20**

By _____

ADDENDUM 1

RENTAL PROPERTY

1. **EXISTING TENANT LEASES.**

1.1 [INTENTIONALLY DELETED].

1.2 **No New Leases.** Following the Effective Date, Seller will not enter into any new tenant leases over the area being acquired.

1.3 **Unrecorded Possessory Interests.** Seller represents and warrants to Buyer that, except for the Lease to Seller's current actual knowledge, there are no other agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property.

ADDENDUM 2

CONSTRUCTION ACTIVITIES

A. Buyer (through its contractors and representatives) will perform the following activities with respect to the Remainder Parcel, pursuant the provisions of Section 8.1 above:

1. For relocation of sewer line, work shall be completed at night with any open trenches to be covered with steel plates during weekdays to allow for use of parking lot.
2. Security gate and track to be protected in place during installation of sewer line.
3. On-site security is to be provided during night construction and will be coordinated with State Appellate Court security.
4. For sewer line work, backfill and replace asphalt in construction area that is removed and match to existing asphalt per City Standard 453 (See Standard Drawing No. 453 attached as Exhibit 1).
5. Install temporary fence along the aerial easement line during construction.
6. Protect in place existing lighting or provide with temporary lighting during construction. Reset light pole after construction (See Layout Sheet L-20, Note #3 attached as Exhibit 2).
7. After construction is complete, cold mill existing AC pavement 2" deep uniformly over entire parking lot and place 2" HMA-A (See Layout Sheet L-20, Note #2 attached as Exhibit 2).
8. Fence along easterly property line will be removed and reinstalled/replaced after construction is complete.
9. There will be a temporary loss of 16 parking spaces. Buyer will provide parking passes for the 16 spaces during the period of construction at the parking structure across the street from the State Appellate Court property.
10. Reconstruct curb about 3' from the easterly property line.
11. Remove existing trees (8) along southeast property line of County of Riverside property and install irrigation and 10 Ficus Nitida trees (See CCO #1 Irrigation and Planting Plans attached as Exhibit 3).

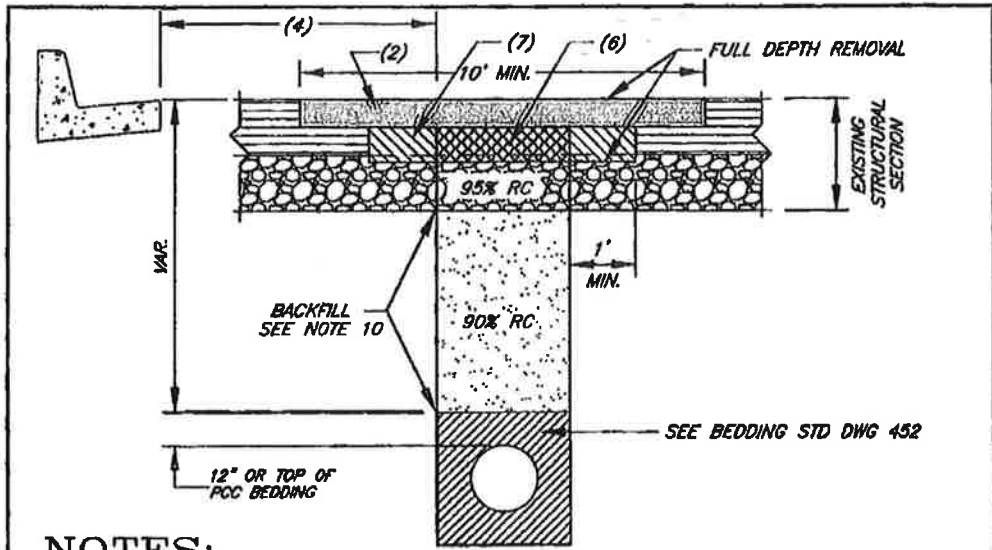
B. Notwithstanding the provisions of Section 8.2 of the Agreement, the Purchase Price does not include the value and cost to remove, relocate, reconstruct and/or refurbish the following improvements located on the Property:

1. See Scope of Work (attached as Exhibit 4).
2. Two power washings of State Appellate Court building.
3. Planting of Italian Cypress trees in the 3' strip adjacent to easterly property line. Seller acknowledges and agrees that these Cypress trees must be regularly trimmed so as to maintain a maximum height of nine (9) feet.

Buyer and Department estimate that the total cost of the above work will total approximately Forty Thousand Two Hundred Forty Nine Dollars (\$40,249.00). Such amount (subject to any adjustment agreed to in writing by Buyer and Department) is hereafter referred to as the **"Department Reconstruction Amount."** Prior to Close of Escrow, Buyer will deposit the Department Reconstruction Amount with Escrow Holder, which amount is to be retained in Escrow after Closing and disbursed to Department as set forth below. Buyer and Department agree that unless extended by a written modification to this Addendum 2 executed by Buyer and Department and accepted by Escrow Holder, the Department Reconstruction Amount will be retained by Escrow Holder and disbursed in accordance with these instructions over a period not to exceed one (1) year. Upon completion by Department of each of the repair/reconstruction activities described in this Section B, Department shall provide to Buyer an invoice confirming that an element of such work has been completed, the cost thereof, the intended payee and written confirmation that Department has accepted the subject work and approved the invoice. Upon receipt by Buyer of such information, Buyer will forward the approved invoice to Escrow Holder with written confirmation of Buyer's approval thereof. Buyer and Department hereby instruct Escrow Holder to disburse portions of the Department Reconstruction Amount in accordance with such approved invoices. Buyer will pay Escrow Holder's costs in connection with the administration of the Department Reconstruction Amount. Any funds remaining following completion of such repairs/reconstruction by Department shall be released by Escrow Holder to Buyer, based upon written confirmation from Buyer and Department that all work described in this Section B has been completed. Buyer and Department agree to execute such additional instructions as Escrow Holder may require with respect to Escrow Holder's administration of the Department Reconstruction Amount.


EXHIBIT 1

Standard Drawing No. 453



NOTES:

1. NO TRENCHING, CUTTING, POTHOLING, GRINDING OR CORING WILL BE ALLOWED, EXCEPT FOR EMERGENCIES OR TO PROVIDE SERVICE CONNECTIONS, IF THE STREET HAS BEEN PAVED OR RESURFACED WITHIN THE PREVIOUS THREE YEARS.
2. WHEN TRENCHING OR CUTTING INTO ANY STREET, FULL LANE WIDTH (10 FEET WIDE MINIMUM) ASPHALT CONCRETE (AC) PAVEMENT REPLACEMENT, AC COLD MILLING (0.10 FEET THICK) AND AC OVERLAY, SHALL BE REQUIRED, REPLACEMENT OF MULTIPLE LANES SHALL BE REQUIRED WHEN WORK AFFECTS MORE THAN ONE LANE. ALTERNATELY, AT THE DISCRETION OF THE CITY ENGINEER, COLD MILL OR GRIND EXISTING ASPHALT CONCRETE PAVEMENT TO A DEPTH OF 0.10 FEET WITHIN THE TRENCH AREAS AND TO AT LEAST 1 FOOT BEYOND THE EDGES OF THE TRENCH, AND SLURRY SEAL THE ENTIRE STREET WIDTH, GUTTER LIP TO GUTTER LIP OR EDGE OF PAVEMENT AS APPLICABLE.
3. WHERE MULTIPLE EXCAVATIONS, TRENCHES, POT HOLES OR EXPLORATORY HOLES OCCUR WITHIN THE SAME BLOCK, COLD MILLING WILL BE REQUIRED TO CONNECT THESE AREAS FOR A UNIFORM AND CONTINUOUS CAP THE ENTIRE LENGTH OF THE BLOCK.
4. IF THE TRENCH EDGE IS 4 FEET OR LESS FROM THE GUTTER LIP, CURB FACE OR EXISTING TRENCH EDGE OF PAVEMENT THE EXISTING AC PAVEMENT BETWEEN THE TRENCH AND THE GUTTER LIP, CURB FACE OR EXISTING EDGE OF PAVEMENT SHALL BE REMOVED AND REPLACED AS PART OF THE TRENCH BACKFILL, OR AS DIRECTED BY THE ENGINEER.
5. FOR A TRENCH PERPENDICULAR TO THE STREET, COLD MILLING OR GRINDING OF AC PAVEMENT SHALL BE A MINIMUM FULL LANE WIDTH UP TO THE FULL STREET WIDTH. THE LONGITUDINAL LENGTH SHALL BE MINIMUM 40 FEET OR AS DIRECTED BY THE ENGINEER.
6. REPLACEMENT AC PAVEMENT SHALL BE 1 INCH GREATER THAN EXISTING AC PAVEMENT THICKNESS OR 5 INCHES THICK WHICHEVER IS GREATER.
7. ADDITIONAL REPLACEMENT OF AC STRUCTURAL SECTION WILL BE REQUIRED WHERE EXISTING AC THICKNESS IS LESS THAN 3 INCHES, A MINIMUM OF 1 FOOT OUTSIDE OF THE TRENCH, AS COVERED IN NOTE 6 ABOVE.

APPROVED BY

 CITY ENGINEER

5/18/11
 DATE

MARK	REVISIONS	APPR.	DATE

CITY OF RIVERSIDE
 PUBLIC WORKS DEPARTMENT
TRENCH BACKFILL
 STANDARD DRAWING NO. **453**
 Sheet 1 of 2

Exhibit 1

NOTES:

8. ALL CAP AC PAVEMENT SHALL BE ARHM-GG-C OR ARHM-GG-B AND IS SUBJECT TO THE ENGINEERS APPROVAL. AC USED FOR PERMANENT RESURFACING SHALL BE B-PG 64-10 FOR THE BASE COURSE AND C2-PG 64-10 FOR THE CAP WHERE RUBBERIZED ASPHALT IS NOT REQUIRED. ALL AC MIXES ARE SUBJECT TO APPROVAL BY THE ENGINEER.
9. ALL AC PAVEMENT REPLACEMENT SHALL HAVE SQUARE AND UNIFORM EDGE(S) THROUGHOUT AS DIRECTED BY THE ENGINEER.
10. BACKFILL REQUIREMENTS SHALL BE AS SPECIFIED IN SECTION 306 OF THE MOST CURRENT EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS STANDARDS". CONTRACTOR SHALL PROVIDE TO THE ENGINEER COMPACTION TEST RESULTS CERTIFIED BY AN APPROVED CIVIL OR SOILS ENGINEER FOR ALL WORK DONE INCLUDING AC PAVEMENT. WHERE NO SURFACE IMPROVEMENTS EXIST, THE TOP OF BACKFILL SHALL BE FLUSH WITH THE EXISTING SURFACE AND 90% RELATIVE COMPACTION SHALL EXTEND TO THE SURFACE. CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE ALLOWED FOR SUB-GRADE BACKFILL IF APPROVED BY THE ENGINEER. ALL COSTS FOR TESTING SHALL BE BORNE BY THE CONTRACTOR.
11. TRENCHES SHALL BE PAVED WITH TEMPORARY AC PAVEMENT IMMEDIATELY FOLLOWING WORK. ALL TEMPORARY ASPHALT SHALL BE A MINIMUM 3 INCHES THICK AND SHALL BE PROPERLY COMPACTED FLUSH WITH EXISTING PAVING USING A VIBRATORY ROLLER OR VIBRATORY PLATE. ALL TEMPORARY ASPHALT MUST BE KEPT UP DAILY AT THE CONTRACTOR'S EXPENSE. PERMANENT PAVING IS REQUIRED WITHIN 2 WEEKS OF EXCAVATION.
12. ALL MARKINGS MUST BE COMPLETELY REMOVED WITHOUT DAMAGING ANY SURFACES THAT HAVE BEEN MARKED.
13. ALL REQUIREMENTS IN THIS DRAWING APPLY TO TRENCHES AND EXCAVATIONS IN PUBLIC EASEMENTS, RIGHTS OF ENTRY, CITY PROPERTY AS WELL AS THOSE WITHIN STREET RIGHTS OF WAY.
14. PATCHES FOR SPOT REPAIRS, POTHOLES ETC., SHALL BE A MINIMUM OF 50 SF OR AS DIRECTED BY THE ENGINEER.
15. ALL OTHER TRENCH OR PATCH REPAIR METHODS MUST BE APPROVED BY THE CITY ENGINEER.
16. NO WORK WILL BE ALLOWED IN THE DOWNTOWN RIVERSIDE AREA BETWEEN THE DATES NOVEMBER 1 AND JANUARY 3. THE DOWNTOWN AREA WILL BE BOUNDED BY FIRST ST AND FIFTEENTH ST GOING NORTH AND SOUTH AND THE 91 FREEWAY AND BROCKTON AVE GOING EAST TO WEST. NO WORK WILL BE ALLOWED WITHIN 1000 FEET OF THE THE GALLERIA AT TYLER OR THE RIVERSIDE PLAZA DURING THE SAME TIME. ANY EXCEPTIONS MUST BE APPROVED BY THE CITY ENGINEER.


APPROVED BY  CITY ENGINEER	5/18/11 DATE	CITY OF RIVERSIDE PUBLIC WORKS DEPARTMENT TRENCH BACKFILL																																
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MARK	REVISIONS	APPR. DATE																																

EXHIBIT 2

Layout Sheet

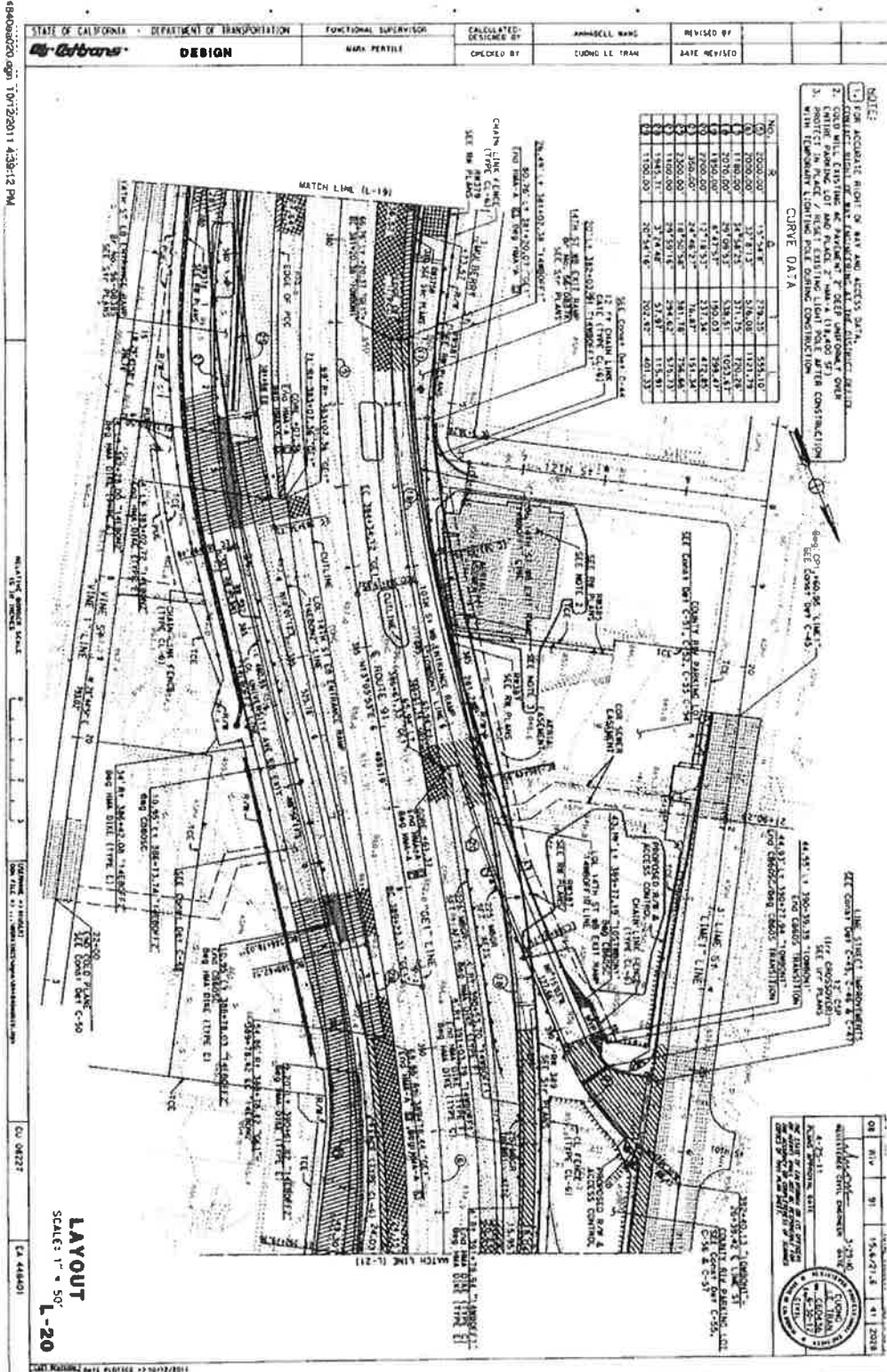
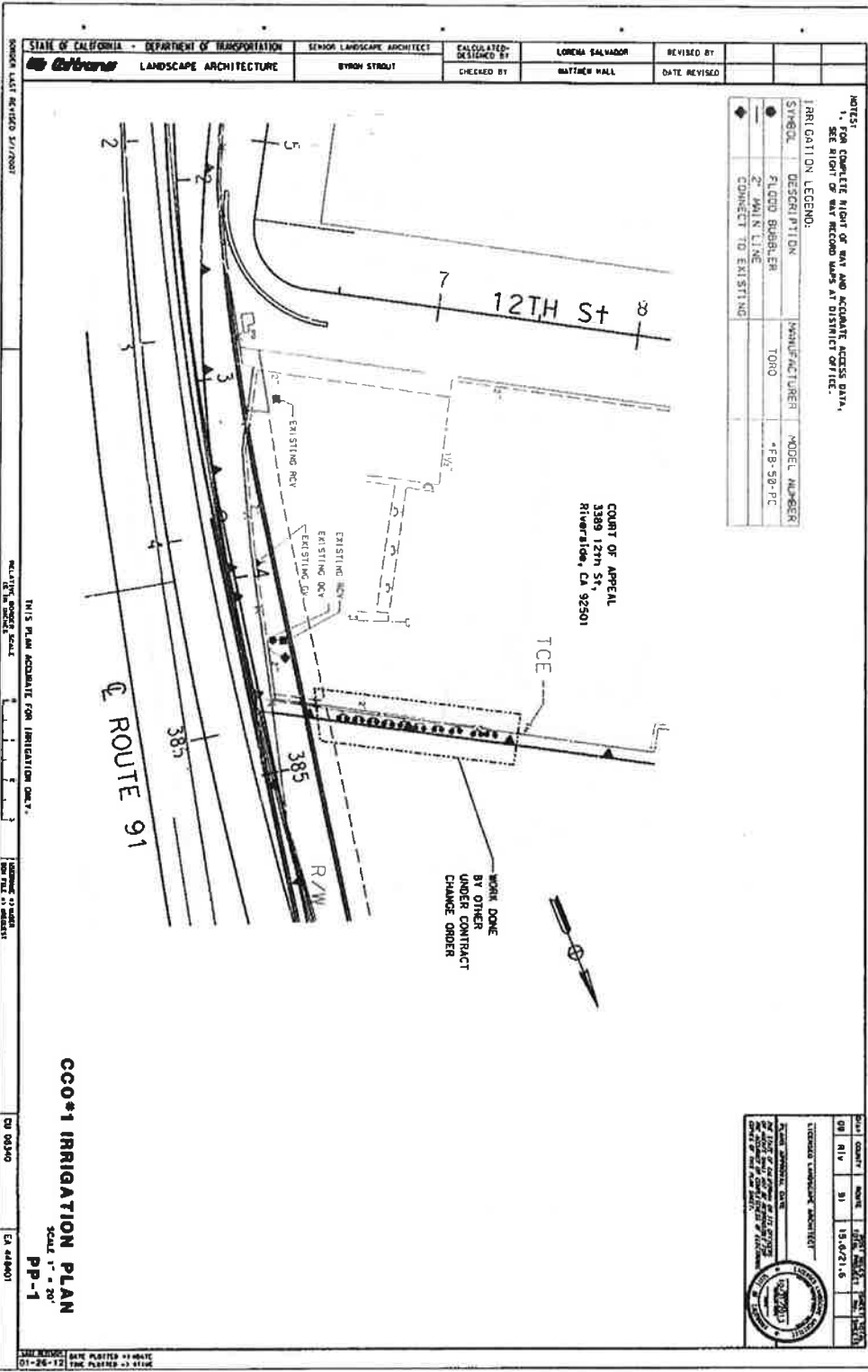


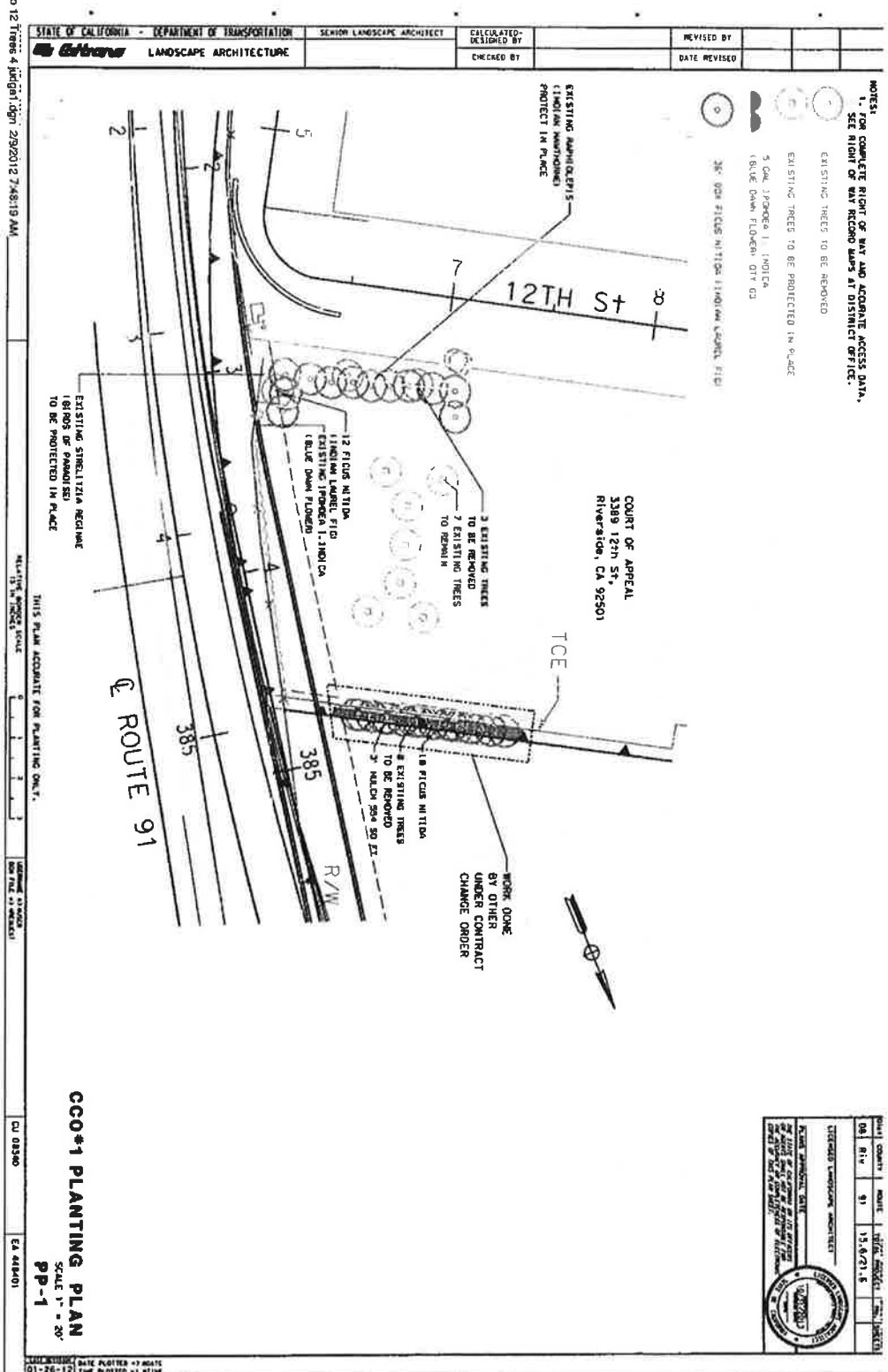
Exhibit 2

EXHIBIT 3

Irrigation and Planting Plans

COO Irrigation 4 Judge91.dgn 29/2012 7:50:52 AM



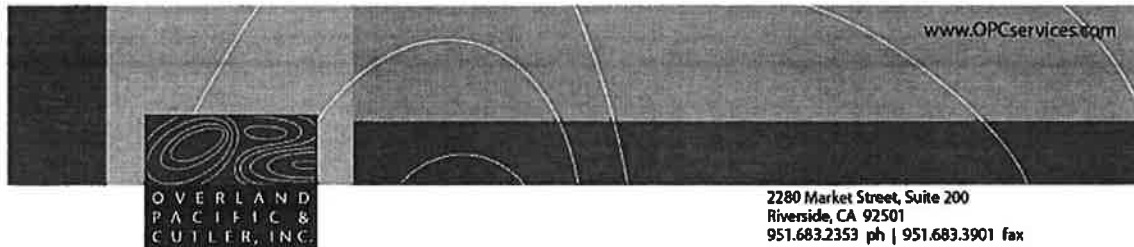


PROJECT COUNTY	ROUTE	DATE	SCALE
048 814	91	12/6/21/5	
LICENSED LANDSCAPE ARCHITECT			

Exhibit 3

EXHIBIT 4

Scope of Work



March 1, 2012

LANDSCAPE CONTRACTOR

Re: Scope of Work (Revised)
State Appellate Court
3389 12th Street, Riverside

Gentlemen,

It was a pleasure meeting you during our job walk and discussing the landscaping needs for the State Appellate Court. Below you will find the revised scope of work based upon our meeting December 22, 2011.

The Riverside County Transportation Commission (RCTC) is acquiring a portion of property located at 3389 12th Street, Riverside, CA (Premises) for the State Route 91 HOV Gap Closure project (Project). The Premises is owned by the Riverside County Public Financing Authority (RCPFA), ground leased to the State Department of General Services (DGS) and is occupied by the State Appellate Court (SAC). As part of the on-going negotiations to acquire the portion of property needed for the Project, RCTC is agreeing to certain landscape modifications on the remainder Premises.

Overland, Pacific, & Cutler, Inc. (OPC) has been retained by RCTC to conduct the negotiations for the needed property and is requesting bids from qualified landscape contractors who could perform the scope of work identified below. It is the intent of RCTC to place the most qualified bid amount into an escrow account that DGS and or SAC could contract the below services.

SCOPE OF WORK

A job walk will be necessary to understand the scope of work. The following is a brief review of the basics of the work to be completed:

There are a total of 8 Ficus located on the North wall outside the fence (to be removed by others), on County property, and 3 Ficus within the fence of the subject property along 12th Street. These will be removed and replaced with 36" box " Indian Laurel Fig (Ficus Nitida); 10 on the North wall (to be completed by others) and 12 along the South wall (See attached Planting Plan PP-1 for). Installation of all trees to use most current bio-barrier methods to protect concrete and hardscape.

Additionally, all existing landscape (Birds of Paradise and Raphiolepis) will be protected in place or replaced to match existing planting. Replace and match existing Morning Glory planted along the eastern fencing (along freeway), with 3 vines per panel (21 panels).

The mainline along the East fence needs to be cut and capped just outside the area being constructed for the Project (see as-built Landscape Irrigation Plans L-1, L-2 & L-3 for reference) before the freeway construction takes place. This mainline will need to be reconnected/replaced after completion of freeway construction.

Page 2

If selected for the work, you will be asked to provide planting and irrigation plans and architectural renderings of your intended proposal for approval by the State Appellate Court.

Aside for the mainline to be cut and capped, this work is to be completed after construction of the Project Improvements which is anticipated to be completed by first quarter 2014.

This work will likely break existing sprinkler lines, cut through wires to automatic irrigation valves, damage existing ground cover, lawn, and possibly the below ground wiring for the parking lot lights. Please include replacement/reconnection of these contingencies in your bid.

Summary:

1. Removal of (3) existing Ficus trees.
2. Supply and Planting of (12) new 36" box "Indian Laurel Fig".
3. Replace and match all existing planting that is affected on premises. [North planting done by others]
4. Planting of foliage (Morning Glory) along eastern fence.
5. Cut and cap existing mainline along East fence, and include costs involved if rewiring is needed.
6. Replace mainline and all irrigation lines along East fence after construction.
7. Provide plans and architectural renderings of your proposed project for approval by the State Appellate Court.
8. Replace/Repair sprinkler lines, irrigation valves, parking lot lighting electrical line and conduit, ground cover, lawn and other miscellaneous landscape repair as a result of tree installations
9. .
10. Supply all necessary soil and amendments that meet professional standards for installation of said trees and plants.

A site inspection of the property with an OPC representative will be necessary. All bids should reflect payment of prevailing wage and any escalation, if any, for work to be completed after Project construction first quarter 2014.

Please contact me as soon as possible to arrange the property site inspection.

Cordially,

Jeff Biggam
Consultant
951.259.8117



ADDENDUM 3

TEMPORARY CONSTRUCTION EASEMENT

[Attached]

RECORDING REQUESTED BY

When Recorded Mail To

RIVERSIDE COUNTY TRANSPORTATION
COMMISSION
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Right of Way Department

FREE RECORDING:
This instrument is for the benefit of Riverside County
Transportation Commission, and is entitled to be
recorded without fee.(Govt. Code 6103)

Space above this line for Recorder's Use

EASEMENT DEED

District	County	Route	Post	Number
08	RIV	91	00.00	00000

GRANT to the Riverside County Transportation Commission, a public agency of the State of California, an EASEMENT for temporary construction purposes upon, over and across that certain real property in the City of Riverside County of Riverside, State of California, described as follows:

See Exhibit "A"

It is understood that said temporary easement shall extend for a period of three (3) months commencing forty-eight (48) hours after Grantee provides written notification to Grantor of its intent to commence construction.

All rights acquired herein shall terminate on August 1, 2016 or upon filing Notice of Completion.

08-Riv-91-PM 17.68-20861 (20861-2)

Dated this _____ day of _____, 20

By: _____

By: _____

By: _____

State of California) } ss
County of _____)

ACKNOWLEDGMENT

On _____ before me, _____ (here insert name and title of the officer), 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 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 paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A" TO ADDENDUM 3

LEGAL DESCRIPTION

"Attached"

EXHIBIT "B" TO ADDENDUM 3

DEPICTION OF PROPERTY