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

FROM: Economic Development Agency/Facilities Management and
Transportation Department

SUBMITTAL DATE:
December 18, 2012

SUBJECT: Agreement of Purchase and Sale and Joint Escrow Instructions for the Washington Street and
Krameria Road Widening Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement of Purchase and Sale and Joint Escrow Instructions for Assessor's Parcel Number: 274-040-006;
2. Authorize the Chairman of the Board to execute this agreement on behalf of the County;

(Continued)

Juan C. Perez, Director
Transportation and Land Management

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 175,650	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: Gas Tax	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargerik

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE 11/5/12
BY: PATRICIA MUNROE
Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 12/17/12
SAMUEL WONG

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

(Rev 08/2010)

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Authorize and allocate the sum of \$170,000 to acquire Assessors's Parcel Number 274-040-006 and \$5,650 to pay all related transaction costs.

BACKGROUND:

The Riverside County Transportation Department (RCTD) proposed to construct and install a traffic signal to relieve traffic congestion adjacent to Woodcrest Elementary. The traffic signal project requires right-of-way at the northeast corner of Krameria Avenue and Washington Street to provide adequate area to construct an ADA ramp and traffic signal equipment. RCTD also has a future road widening project which will require right-of-way along the southern portion of the same property. The property is currently listed for sale and provides RCTD the opportunity to purchase the entire property now for their current and future projects.

The Notice of Exemption was filed and posted on October 11, 2012. RCTD staff conducted a review of the project and found it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines Section 15061(b)(3).

The Economic Development Agency/Facilities Management (EDA/FM) has negotiated the acquisition of Assessor's Parcel Number: 274-040-006 from Salomono B. and Lidia Vallejo (Vallejo) for the price of \$170,000. There are costs of \$5,650 associated with this transaction. Vallejo will execute a Grant Deed in favor of the County of Riverside for the Assessor's Parcel Number 274-040-006.

FINANCIAL DATA:

The following summarizes the funding necessary for the acquisition of Assessor's Parcel Number 274-040-006:

Acquisition:	\$170,000
Estimated Title and Escrow Charges:	\$ 1,850
Preliminary Title Report:	\$ 400
County Appraisal:	\$ 600
EDA/FM Real Property Staff Time:	\$ 2,800
Total Estimated Acquisition Costs:	\$175,650

EDA/FM has already covered the costs for due diligence (Preliminary Title Report and Appraisal) and has been or will be reimbursed by the Transportation Department. The remaining costs will be paid directly by the Transportation Department. All costs associated with this property acquisition are fully funded in the Transportation Department's budget for FY 2012/13. Thus, no additional net county cost will be incurred as a result of this transaction.

Attachment:

Agreement of Purchase and Sale and Joint Escrow Instructions

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

BY AND BETWEEN

**SALOMONO B. VALLEJO AND LIDIA VALLEJO,
HUSBAND AND WIFE AS JOINT TENANTS**

AS SELLER

AND

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

AS BUYER

RELATING TO

**Assessor's Parcel Number: 274-040-006
16476 Washington Street, Riverside, California 92504**

1 (h) **“Notices”**: Will be sent as follows to:

2 Seller: Salomono B. Vallejo and Lidia Vallejo
3 16476 Washington Street
4 Riverside, California 92504
Telephone: (951) _____

5 Buyer: COUNTY OF RIVERSIDE
6 Economic Development Agency/Facilities Management
7 Real Estate Division
8 3403 10th Street, Suite 500
9 Riverside, California 92501
10 Attn: Lorie Houghlan
Telephone: (951) 955-9276
11 Fax: (951) 955-4837
12 Email: lhoughlan@rivcoeda.org

13 Escrow Holder: LAWYERS TITLE
14 4100 Newport Place Drive, Suite 120
15 Newport Beach, California 92660
16 Attn: Grace Kim, Escrow Officer
17 Telephone: (949) 724-3170
18 Email: gukim@ltic.com

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

25 (i) **Exhibits**:
26 Exhibit A - Legal Description
27 Exhibit B - Form of Deed

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

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

3.1 Agreement. Upon the approval of this Agreement and execution by the Board of

1 Supervisors (the date upon which this Agreement has been fully executed and delivered to both
2 parties is the "Effective Date"), Buyer shall order the full purchase price, plus costs to cover buyer's
3 escrow fees and shall deposit the sum in the form of a cashier's check or other immediately available
4 funds payable to the order of Escrow Holder. Should escrow be unable to close immediately, due to
5 some unforeseen circumstances, Escrow Holder shall deposit said funds in an interest bearing
6 account which shall be applied against the Purchase Price at closing and any overages including the
7 interest shall be returned to Buyer at close of escrow.

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

18 5. **Deliveries to Escrow Holder.**

19 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be
20 delivered to Escrow Holder the following items:

21 (a) A Grant Deed ("Grant Deed"), in the form attached to this Agreement as
22 Exhibit B, duly executed and acknowledged by Seller and in recordable form, conveying the Property
23 to Buyer; and

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

25 5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner
26 sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be
27 delivered to Escrow Holder the following items:

28 (a) The Purchase Price in accordance with Paragraph 3, above; and

1 (b) The amount due Seller and any third parties, if any, after the prorations
2 are computed in accordance with Paragraph 13 below.

3 5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments
4 consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required to
5 close escrow. In addition, Seller and Buyer will designate the Title Company as the "Reporting Person"
6 for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

7 **6. Condition of Title.**

8 6.1 At the Close of Escrow, fee simple title to the Property will be conveyed to
9 Buyer by Seller by Grant Deed, subject only to the following matters ("Permitted Exceptions"):

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

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

13 (c) Matters affecting the condition of title to the Property created by or with
14 the written consent of Buyer.

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

16 7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be
17 satisfied no later than the Closing Date or such other period of time as may be specified below:

18 (a) Title. Buyer has obtained a (Preliminary Report) for the Property
19 prepared by Lawyers Title, dated as of July 23, 2012, (the Preliminary Report) and referenced as
20 Order No. 09306125, together with copies of the exception to title described in the Preliminary Report.
21 Buyer hereby objects to Exception 3 and 4 (collectively, the "objectionable Exceptions"), as shown in
22 the Preliminary Report. Seller will have ten (10) days after receipt of a copy of the Preliminary Report
23 to advise Buyer and Escrow in writing that:

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

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

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

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

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

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

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

14 (c) Delivery of Information. Within ten (10) days after the Opening of Escrow,
15 Seller shall deliver to Buyer, copies of all surveys, past hazardous material studies, soils reports,
16 including engineers' reports, and studies and similar information which Seller may have in its
17 possession relating to the Property, except as specifically set forth herein, such items shall be
18 delivered by Seller to Buyer and shall be to the best of Seller's actual knowledge the items in Seller's
19 possession, and except as expressly set forth herein, Seller makes no warranty regarding the contents
20 of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately
21 returned to Seller.

22 The conditions set forth in this Paragraph 7.1 are solely for the benefit of
23 Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such
24 waiver or waivers must be in writing to Seller and Escrow Holder.

25 The Close of Escrow and Buyer's obligations with respect to this transaction are subject to
26 Seller's delivery to Escrow Holder on or before the Closing Date the items described in Paragraphs 5.1
27 and 5.3 above and the removal or waiver of the items described in this Paragraph 7.1.

28 7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions

1 precedent to Seller's obligation to consummate the purchase and sale transaction contemplated
2 herein:

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

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

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

11 7.3 Termination of Agreement. In the event that, for any reason, the Closing does
12 not occur on or before the Closing Date, either party to this Agreement, who is not in default of its
13 obligations under this Agreement, shall have the right to terminate this Agreement upon written notice
14 to the other party and to Escrow Holder. Unless Seller is materially in default hereunder, failure by
15 Buyer to cause Escrow to close on or before the Closing Date shall constitute a material Buyer
16 default, as a result of which Seller may elect to terminate this Agreement and the Escrow created
17 hereunder, and Buyer shall reimburse Seller for its reasonable costs, including, but not limited to,
18 attorney's fees, incurred in connection with the preparation of this Agreement and the delivery of any
19 and all items that Seller is required to deliver to Buyer hereunder ("Seller's Transaction costs").

20 **8. Due Diligence By Buyer.**

21 8.1 Matters To Be Reviewed. As of the Closing Date, Buyer has completed its due
22 diligence investigation of and has approved each of the following matter:

23 (a) The physical condition of the Property, including without limitation, any
24 soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in
25 compliance with all applicable laws including any laws relating to hazardous and toxic materials and all
26 applicable laws;

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

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

3 8.2 **Material New Matters.** If Buyer discovers any new matter prior to Close of
4 Escrow which was:

5 (a) Not disclosed by Seller or any other person or entity prior to the Close of
6 Escrow;

7 (b) Not reasonably discoverable prior to the Effective Date and that matter is
8 one which:

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

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

12 (iii) Such new matter is of such a nature that, in Buyer's reasonable
13 judgment, it would materially and adversely, affect the acquisition, development, sale or use of the
14 Property for Buyer's intended purpose; then Buyer shall be entitled to treat such new matter as a
15 failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of
16 condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate
17 this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no
18 event later than the Closing Date.

19 (c) However, if Buyer gives Seller notice of its election to terminate this
20 Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written
21 notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's
22 notice, to correct the new matter prior to the Close of Escrow for not more than twenty (20) days in
23 order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to
24 correct the new matter by the Closing Date as extended, Buyer, as Buyer's sole remedy, may
25 terminate this Agreement.

26 9. **No Side Agreements or Representations.** Buyer understands, agrees and
27 acknowledges that it is purchasing the Property in its, "as-is/where-is" condition. Seller has not made
28 and will not make, either express or implied any representations or warranties concerning the physical

1 or environmental condition of the Property, or its fitness for any particular use or purpose. Buyer
2 acknowledges that prior to the Close of Escrow, Buyer will have had the opportunity to make and will
3 have made such an investigation and inspection of all aspects of the condition of the Property as it has
4 deemed necessary or appropriate, including, but not limited to soils and the Property's compliance or
5 non-compliance with applicable laws, rules, regulations and ordinances (including any Environmental
6 Laws) as defined in Paragraph 16.1 and the existence or non-existence of Hazardous Substances as
7 defined in Paragraph 16.1 on, in or under the Property. Buyer further represents and warrants that in
8 purchasing the Property, Buyer is relying solely upon its own inspection and investigations of the
9 property.

10 10. **Conditions Precedent to Seller's Obligations.** The Close of Escrow and Seller's
11 obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or
12 before the Closing Date of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

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

22 12. **Costs and Expenses.**

23 Seller will pay:

- 24 (a) CLTA standard coverage policy;
25 (b) Seller's escrow fees and costs; and
26 (c) Seller's share of prorations.

27 Buyer will pay:

- 28 (a) Buyer's escrow fees and costs;

1 (b) Any title endorsements; and

2 (c) Buyer's share of prorations.

3 13. **Prorations.**

4 13.1 Tax Exempt Agency. All parties hereto acknowledge that the buyer is public
5 entity and exempt from payment of any real property taxes. There will be no proration of taxes
6 through escrow. Seller will be responsible for payment of any real property taxes due prior to close of
7 escrow. In the event any real property taxes are due and unpaid at the close of escrow, Escrow
8 Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the close
9 of escrow. Seller understands that the Tax Collector will not accept partial payment of an installment
10 of the real property taxes due at the close of escrow. At the close of escrow, the Buyer will file any
11 necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Any
12 prorated refund that will be due the Seller will be refunded to the Seller by the county Tax
13 Collector/Assessor outside of escrow and Escrow Holder shall have no liability and/or responsibility in
14 connection therewith.

15 13.2 Method of Proration. For purposes of calculating prorations, Buyer shall be
16 deemed to be in title to the Property, and therefore entitled to the income there from and responsible
17 for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made
18 as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30)
19 day month, as applicable. The obligations of the parties pursuant to this Paragraph 13 shall survive the
20 Closing and shall not merge into any documents of conveyance delivered at Closing.

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

23 14.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with
24 Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items
25 chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 12 and 13; (b) disburse the
26 balance of the Purchase Price; and (c) disburse any excess proceeds deposited by Buyer to Buyer.

27 14.2 Recording. Cause the Grant Deed to be recorded with the County Recorder
28 and obtain conformed copies thereof for distribution to Buyer and Seller.

1 14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

2 14.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA
3 Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to
4 Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

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

8 15.1 Each party has the legal power, right and authority to enter into this Agreement
9 and the instruments referenced herein to include, but not limited to, the most recent copy of Seller's
10 LP-1 and to consummate this transaction.

11 15.2 The individuals executing this Agreement and the instruments referenced
12 herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal
13 power, right, and actual authority to bind each party to the terms and conditions of those documents.

14 15.3 This Agreement and all other documents required to close this transaction are
15 and will be valid, legally binding obligations of and enforceable against each party in accordance with
16 their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or
17 similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

18 15.4 At Closing, Seller shall convey the Property to Buyer with clear and marketable
19 title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions
20 of any kind whatsoever, except those which are approved by Buyer in accordance with section 7
21 above.

22 16. **Hazardous Substances**.

23 16.1 Definitions. For the purposes of this Agreement, the following terms have the
24 following meanings:

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

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

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

8 16.2 Seller's Representations and Warranties. Except as disclosed in the Due
9 Diligence Materials provided by Seller to Buyer as of the date of this Agreement to Seller's current
10 actual knowledge:

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

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

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

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

23 16.3 Notices Regarding Hazardous Substances. During the term of this Agreement,
24 Seller will promptly notify Buyer if it obtains actual knowledge that Seller or the Property may be
25 subject to any threatened or pending investigation by any governmental agency under any law,
26 regulation or ordinance pertaining to any Hazardous Substance.

27 16.4 Environmental Audit. Buyer has ordered at its sole cost and expense, to
28 perform an Environmental Audit, it shall do so prior to the end of the Due Diligence Period and may

1 quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude
2 continuing with this transaction:

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

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

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

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

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

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

28 19. **Miscellaneous.**

1 19.1 Counterparts. This Agreement may be executed in counterparts.

2 19.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to
3 be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby
4 and each remaining term and provision of this Agreement will be valid and be enforced to the fullest
5 extent permitted by law.

6 19.3 Waivers. No waiver of any breach of any covenant or provision contained
7 herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other
8 covenant or other provision contained herein. No extension of time for performance or any obligation
9 or act will be deemed an extension of the time for performance of any other obligation or act except
10 those of the waiving party which will be extended by a period of time equal to the period of the delay.

11 19.4 Successors and Assigns. Neither party shall transfer or assign its rights or
12 responsibilities under this Agreement without the express written consent of the other party.

13 19.5 Entire Agreement. This Agreement (including all Exhibits attached hereto)
14 constitutes the entire contract between the parties hereto and may not be modified except by an
15 instrument in writing signed by the party to be charged.

16 19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is
17 strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

18 19.7 Governing Law. The parties hereto expressly agree that this Agreement will be
19 governed by, interpreted under, and construed and enforced in accordance with the laws of the State
20 of California in which the Property is located. Venue for any proceeding related to this Agreement shall
21 be in the County of Riverside.

22 19.8 No Recordation. No memorandum or other document relating to this Agreement
23 shall be recorded without the prior written consent of Seller and Buyer.

24 19.9 Survival. Sections 13, 17 and 18 and any other provisions of this Agreement
25 which by their terms require performance by either party after the Close of Escrow shall survive the
26 Close of Escrow.

27 19.10 Brokers. Seller is responsible for brokerage compensation as per listing
28 agreement.

1 19.11 Exhibits. Each exhibit attached hereto is incorporated herein by this reference
2 as if set forth in full in the body of this Agreement.

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

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

5 Date: _____
6

SELLER:

7 SALOMONO B. VALLEJO and LIDIA VALLEJO,
8 husband and wife as joint tenants

9 By: Salomono B. Vallejo
10 Salomono B. Vallejo

11 By: Lidia Vallejo
12 Lidia Vallejo

13 COUNTY:

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

16 By: _____

17 John J. Benoit, Chairman
18 Board of Supervisors

19 ATTEST:

20 Kecia Harper-Ihem
21 Clerk of the Board

22 By: _____
23 Deputy

24 APPROVED AS TO FORM:

25 Pamela J. Walls
26 County Counsel

27 By: Patricia Munroe
28 Patricia Munroe
Deputy County Counsel

Exhibit A

Legal Description

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

The Southerly 87 feet of the Westerly 167 feet of Lot 1 of Woodcrest Acres No. 4, in the County of Riverside, State of California, as per Map recorded in Book 15, Page(s) 24 of Maps, in the office of the County Recorder of Riverside County.

Exhibit B
Grant Deed

Recorded at request of and return to:

Economic Development Agency/
Facilities Management
Real Estate Division
On behalf of the Transportation Department
3403 10th Street, Suite 500
Riverside, California 92501

FREE RECORDING

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

Space above this line reserved for Recorder's use)

PROJECT: Washington Street and Krameria
Avenue Road Widening

APN: 274-040-006

GRANT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and adequacy of which are hereby
acknowledged,

SALOMONO B. VALLEJO and LIDIA VALLEJO, husband and wife as joint tenants

Grants(s) to the COUNTY OF RIVERSIDE, a political subdivision of the State of California,
the fee simple interest in real property in the County of Riverside, State of California, as more
particularly described as:

See Exhibits "A" and "B" attached hereto
and made a part hereof

PROJECT: Washington Street and Krameria Avenue Road Widening
APN: 274-040-006

Dated: _____

GRANTOR:
Salomono B. Vallejo and Lidia Vallejo,
husband and wife

Salomono B. Vallejo

Lidia Vallejo

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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]

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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]

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the grant deed dated _____, from Salomono B. Vallejo and Lidia Vallejo, husband and wife as joint tenants, to the COUNTY OF RIVERSIDE, is hereby accepted for the purpose of vesting title in the County of Riverside on behalf of the public and will be included into the County Maintained Road System by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in County Ordinance No. 669. Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

COUNTY OF RIVERSIDE

By: _____, Deputy
 Juan C. Perez
 Director of Transportation