

275



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

**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**

February 26, 2015

**SUBJECT:** Resolution No. 2015-042, Authorization to Purchase Real Property, 16275 Grand Avenue, in the unincorporated area of Lakeland Village, County of Riverside, California, CEQA Exempt, District 1 [\$2,138,250] 1<sup>st</sup> District Community Development Block Grant (CDBG) 88.3%; Quimby Fees 11.7%

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

1. Find that the purchase of Real Property known as 16275 Grand Avenue, Lakeland Village, Riverside County Assessor's Parcel Number 381-300-004, 381-300-017, 381-300-019, 386-140-007 and 386-140-008 is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15061(b)(3);
2. Adopt Resolution No. 2015-042 Authorization to Purchase Real Property in the unincorporated community of Lakeland Village, County of Riverside by Grant Deed;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,138,250	\$ 0	\$ 2,138,250	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS</b> 1 <sup>st</sup> District Community Development Block Grant (CDBG) 88.3%; Quimby Fees 11.7%	Budget Adjustment: No
	For Fiscal Year: 2014/15

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY:   
GREGORY P. PINNAGO  
DATE: 3/3/15

Departmental Concurrence

FISCAL PROCEDURES APPROVED  
BY:   
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
Esteban Hernandez

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-4 of 2/3/15

District: 1

Agenda Number:

3-16

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

Economic Development Agency/Facilities Management

**RM 11:** Resolution No. 2015-042, Authorization to Purchase Real Property, 16275 Grand Avenue, in the unincorporated area of Lakeland Village, County of Riverside, California, CEQA Exempt, District 1 [\$2,138,250] District Community Development Block Grant (CDBG) 88.3%; Quimby Fees 11.7%

**DATE:** February 26, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the Offer and Agreement to Purchase Real Property, Grant Deed and authorize the Chairman of the Board of Supervisors to execute the same;
4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction;
5. Authorize reimbursement to the EDA/Real Estate Division for costs incurred for all acquisition expenses. The amount to be reimbursed is not-to-exceed \$38,250 for due diligence expenses and staff time;
6. Authorize the Director of Purchasing to Surplus the items listed in the Relocatable Listing attachment; and
7. Direct the Clerk of the Board to deliver the Notice of Exemption to the office of the County Clerk for filing within five (5) working days of approval by the Board.

**BACKGROUND:**

**Summary**

The unincorporated area of Lakeland Village has long envisioned the development of a conveniently located, multi-purpose community center and park to provide essential programs and services to the residents in this area. Such a facility has yet to become a reality due to many factors including the lack of a suitable site as well as costs to acquire, build, and operate such a facility.

In 2010, the Lake Elsinore Unified School District closed the Butterfield Elementary School, combining it with the Lakeland Village Middle School to form the Lakeland Village School, a K-8 facility. The School District later considered renovating the 18.5 acre facility school site but abandoned the proposals when it was determined that it would be cost prohibitive to bring the school site up to current state standards. Consequently, in early 2014, the school district elected to sell the property. The property was appraised by the County in May of 2014 with a fair market value of \$2,630,000.

The former school site may make a suitable and practical location and facility for a multi-purpose community and recreational facility for the Lakeland Village community. Representatives from the County and the School District negotiated a lower purchase price of \$2,100,000 for the property.

On February 3, 2015, the Riverside County Board of Supervisors adopted Resolution 2015-022 to purchase the real property known as 16275 Grand Avenue, Lakeland Village.

Once acquired by the County, the property will be assigned to the Riverside County Parks Department who will work in conjunction with the 1<sup>st</sup> District Supervisor's office to develop this property as a potential community center and park. However, at this time, no specific capital improvement plans have been prepared.

(Continued)

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

Economic Development Agency/Facilities Management

**FORM 11:** Resolution No. 2015-042, Authorization to Purchase Real Property, 16275 Grand Avenue, in the unincorporated area of Lakeland Village, County of Riverside, California, CEQA Exempt, District 1 [\$2,138,250] 1<sup>st</sup> District Community Development Block Grant (CDBG) 88.3%; Quimby Fees 11.7%

**DATE:** February 26, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

As set forth in Section 10 of the Purchase and Sale Agreement, this property is being purchased “as is” and the School District specifically disclaims all representations or warranties of any nature concerning the property. At the County’s request a Phase I Environmental Site Assessment was conducted by URS Corporation in December of 2014 and found nominal amounts of asbestos, lead paint and mold within the 18 acre campus. The cost to remediate all of these issues is estimated to be \$27,000 by URS. URS recommends that the County perform a pre-demolition survey of structures to be renovated or reused prior to any renovation or demolition to gain a more thorough understanding of any issues and to ensure appropriate remediation at that time.

This activity is exempt from CEQA, pursuant to the “Common Sense” Exemption, set forth in Section 15061 (b) (3) of the CEQA guidelines. The acquisition of this property will not lead to any specific development, change in use, or other action that would create a direct or indirect reasonably foreseeable physical impact on the environment. No specific capital improvement plans have been prepared for the development of this property. This acquisition merely changes the ownership of the property from the School District to the County. Thus, any environmental analysis related to potential future uses would be speculative and would not lead to any meaningful public review.

**Impact on Citizens and Businesses**

Acquisition of this property will allow for the potential development of a community center and park where essential programs and services may be offered, including but not limited to, child care, education, health and nutrition, senior, recreation, and others to residents in the Lakeland Village community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Purchase Price	\$ 2,100,000
Estimated Escrow and Title Charges	\$ 10,000
Preliminary Title Report	\$ 400
Environmental	\$ 8,350
Appraisal	\$ 5,000
Advertising Costs	\$ 1,500
Acquisition Administration	\$ 13,000
Total Estimated Acquisition Costs:	\$ 2,138,250

**Attachments:**

Resolution No. 2015-042

Offer and Agreement to Purchase Real Property

Aerial Image

CEQA Notice of Exemption

Relocatable Listing

2 Resolution No. 2015-042

3 Authorization to Purchase Fee Interest in Real Property

4 Located at 16275 Grand Avenue, Unincorporated Area of Lakeland Village,

5 County of Riverside, State of California

6 Assessor's Parcel Numbers 381-300-004, 381-300-017, 381-300-019,

7 386-140-007 and 386-140-008

8  
9 WHEREAS, the Lake Elsinore Unified School District ("Seller") is the owner of certain real  
10 property located at 16275 Grand Avenue, in the unincorporated area of Lakeland Village, County of  
11 Riverside, State of California, consisting of approximately 18.53 acres of improved land, identified with  
12 Assessor's Parcel Numbers 381-300-004, 381-300-017, 381-300-019, 386-140-007 and 381-140-008,  
13 ("Property"), and

14  
15 WHEREAS, the County of Riverside ("County") has a need for a community center facility and  
16 park in the Lakeland Village area, and

17 WHEREAS, the County has negotiated the purchase of the Property for the potential  
18 development of a community center facility and park, and

19 WHEREAS, the County has reviewed and determined that the purchase of the Property is  
20 exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section  
15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in  
question will have a significant effect on the environment because the County is merely purchasing the  
interest in real property, and

21  
22 WHEREAS, the County desires to acquire from Seller and Seller desires to sell to the County the  
Property pursuant to the terms of an Offer and Agreement to Purchase Real Property; now, therefore,

FORM APPROVED COUNTY COUNSEL  
B88 KARIN E. WATTS-BAZAN  
DATE 3/2/15

1 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the Board of  
2 Supervisors of the County of Riverside, California, ("Board"), in regular session assembled on March 10,  
3 2015, in the meeting room of the Board located on the 1<sup>st</sup> floor of the County Administrative Center, 4080  
4 Lemon Street, Riverside, California, that this Board, based upon a review of the evidence and information  
5 presented on the matter, as it relates to this acquisition has determined that the proposed acquisition is  
6 exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the acquisition of this Property  
7 will not lead to any specific development, change in use, or other action that would create a direct or  
8 indirect reasonably foreseeable physical impact on the environment. No specific capital improvement  
9 plans have been prepared for the development of this property. This acquisition merely changes the  
10 ownership of the property from the Seller to the County. Thus, any environmental analysis related to  
11 potential future uses would be speculative and would not lead to any meaningful public review.  
12

13 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board authorizes the  
14 purchase of the Property, at or after 9:00 a.m., more particularly described in Exhibit "A", attached hereto  
15 and thereby made a part hereof, consisting of approximately 18.53 acres of improved land at a purchase  
16 price of two million one hundred thousand dollars (\$2,100,000), plus costs and fees of thirty-eight  
17 thousand two hundred and fifty dollars (\$38,250) from the Lake Elsinore Unified School District by  
18 Grant Deed. All costs associated with the purchase of this Property are fully funded by 1<sup>st</sup> District  
19 Community Development Block Grant (CDBG) monies and Quimby Fees.  
20

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this Board approves the  
22 Offer and Agreement to Purchase Real Property between the County and the Lake Elsinore Unified  
23 School District and that the Chairman of the Board is authorized to execute the Agreement on behalf of  
24 the County and the certificate of acceptance conveying the real property interest in favor of the County to  
25 complete the purchase for recordation.  
26  
27  
28

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Assistant County  
2 Executive Officer/EDA or his designee, is authorized to execute any other documents to complete this  
3 transaction.

4 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board  
5 has given notice hereof as provided in Sections 25350 and 6063 of the California Government Code.  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

24 KWB/ nlr  
G:\Property\KWATTSBA\RESOLUTION\Resolution No 2015-042\_022715.docx

## EXHIBIT "A"

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

**Parcel 1: (APN 386-140-008)**

Lot 5 of N. G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page(s) 556, of Maps, San Diego County Records.

Excepting therefrom that portion described as follows:

Beginning at the Southwest corner of said Lot 5; Thence Northeasterly on the Northwestern line of said Lot, 432 feet; Thence Southeasterly, parallel with the Northeasterly line of said Lot, 200 feet; Thence Southwesterly, parallel with the Northwestern line of said Lot, to the Southerly line thereof; Thence Westerly, on the Southerly line of said Lot, to the point of beginning.

**Parcel 2: (APN 386-140-007)**

That portion of Lot 4 of N.G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page 556, of Maps, San Diego County Records, described as follows:

Beginning at the most Westerly corner of said Lot; Thence Northeasterly on the Northwestern line of said Lot, to the most Northerly corner thereof; Thence Southeasterly, on the Northeasterly line of said Lot, 141.13 feet; Thence Southwesterly, parallel with the Northwestern line of said Lot, to the Southerly line thereof; Thence Westerly on the Southerly line of said Lot, to the point of beginning.

**Parcel 3: (APN 381-300-004)**

The Northwestern 480 feet of Lot 20, in Block "C" of Subdivision in Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 8, Page 377, of Maps, Records of San Diego County, California.

**Parcel 4: (APNs 381-300-017 and 381-300-019)**

That certain portion of land lying within Parcel 4 of Parcel Map 9501, in the County of Riverside, State of California, as shown by Map recorded in Book 68, Page 79, of Parcel Maps, Records of Riverside County, and being more particularly described as follows:

The Southeasterly 161.00 feet of said Parcel 4.

The sidelines of said land shall extend or terminate to meet the Northeasterly and Southwesterly lines of said Parcel 4.



38130004 (6.7 acres)  
ELSINORE UNION SCHOOL DISTRICT

386140008 (6.74 acres)  
ELSINORE UNION SCHOOL DISTRICT

38130000 (6.12, 3.4 acres)  
ANZA BUTTERFIELD ROAD 34

38130008 (1.24 acres)  
ANZA BUTTERFIELD ROAD 34

386170011 (0.42 acres)  
ESTRADA

386170012 (0.37 acres)  
PETERS

386170013 (0.37 acres)  
CALLS

386170014 (0.43 acres)  
JACOBS

386170015 (0.43 acres)  
WILLIAMS

386170016 (0.43 acres)  
SNYDER

386170017 (0.45 acres)  
FANNING

386170018 (0.45 acres)  
LUSK

386170019 (0.45 acres)  
GUEST

386170020 (0.45 acres)  
FONZALEZ

386170021 (0.45 acres)  
CAUIZ

386170022 (0.45 acres)  
STOFFEL

386170023 (0.45 acres)  
CHAVEZ

386170024 (0.45 acres)  
ALLI

386170025 (0.45 acres)  
GONJECKU

386170026 (0.45 acres)  
GONJECKU

386140011 (0.48 acres)  
YOUNG

386140012 (0.48 acres)  
BELL

386140013 (0.57 acres)  
MEIER

386140009 (1.24 acres)  
PONCE

381290020 (0.45 acres)  
PECORA

381290035 (0.45 acres)  
GABLE

381290038 (0.45 acres)  
GOLSHAH

381290021 (0.45 acres)  
GABLE

381290023 (0.44 acres)  
HONG

381290015 (0.44 acres)  
HONG

381290031 (1.81 acres)  
GAMBLE

38140004 (0.45 acres)  
GAMBLE

38140005 (0.45 acres)  
GAMBLE

38140006 (0.45 acres)  
GAMBLE

38140007 (0.45 acres)  
GAMBLE

38140008 (0.45 acres)  
GAMBLE

38140009 (0.45 acres)  
GAMBLE

38140010 (0.45 acres)  
GAMBLE

38140011 (0.45 acres)  
GAMBLE

38140012 (0.45 acres)  
GAMBLE

38140013 (0.45 acres)  
GAMBLE





## NOTICE OF EXEMPTION

February 26, 2015

**Project Name:** County of Riverside, Lake Elsinore Unified School District Butterfield Purchase

**Project Number:** FM0417200204

**Project Location:** Assessor Parcel Numbers: 381-300-004, 386-140-007, 386-140-008, 381-300-017 and 381-300-019, located at 16275 Grand Avenue, Lake Elsinore, California; Latitude: 34° 0' 25.0446" N, Longitude: -117° 23' 12.5916 "W. (See attached site plan)

**Description of Project:** In 2014, the Lake Elsinore Unified School District (LEUSD) elected to sell the closed Butterfield Elementary School property located at 16275 Grand Avenue in the city of Lake Elsinore, California. On February 3, 2015, the Riverside County Board of Supervisors adopted Resolution 2015-022 to purchase the real property. The property may be developed in the future as a potential community center and park. While no development is proposed or planned at this time, any future project would require full compliance with land use law and the California Environmental Quality Act (CEQA) with the city of Lake Elsinore, acting as the appropriate lead agency.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** State CEQA Guidelines, Section 15061 (b)(3) - "Common Sense" Exemption.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project only approves the purchase of property held by LEUSD by the County of Riverside, Economic Development Agency. It does not approve any specific development and does not limit any design, mitigation, conditions, or alternatives – including the determination to not approve a specific development. Any meaningful evaluation of potential environmental impacts would be wholly speculative at this time and would not provide any meaningful public review or analysis. The purchase does not commit Riverside County to any development, does not approve any development, and does not specifically lead to any environmental impacts prior to full public review by the appropriate lead agency. Therefore, no environmental impacts related to this purchase are anticipated to occur.

- Section 15061 (b)(3) – “Common Sense” Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

Based upon the entire record, the purchase of the property at 16275 Grand Avenue in the city of Lake Elsinore does not have the potential for causing a significant effect on the environment. The purchase will not lead to any specific development, change in use, or other factors that would create a direct or indirect reasonably foreseeable physical impact on the environment. The purchase merely changes the ownership of the land from the LEUSD to Riverside County. Any environmental analysis related to potential future uses of the property would be speculative and would not lead to any meaningful public review. Before development occurs on any particular site, all environmental issues will be analyzed by the appropriate lead agency. The approval of the purchase will not restrict the lead agency for any future designs, mitigation, conditions, or alternatives – including the no project alternative. As such, the approval of the purchase itself will not result in any physical environmental impacts under CEQA.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:



Date:

2/26/15

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Lake Elsinore Unified School District Butterfield Purchase**

**Accounting String: 524830-47220-7200400000- FM0417200204**

DATE: February 26, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: \_\_\_\_\_



PRESENTED BY: James Force, Supervising Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_



Date: February 26, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200204**  
Lake Elsinore Unified School District Butterfield Purchase  
Assessor Parcel Numbers: 381-300-004, 386-140-007, 386-140-008, 381-300-017 and 381-300-019

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file

Lake Elsinore Unified School District  
Relocatable Listing

School: Butterfield Elementary

Date: Jun-09

Room #	Serial Number	Manufacturer	Mfg Date	Use	DSA Number	Owner	Lease Number	Lease Payment	PO - Contract
33	C3511 - C3512	ModTech	1983	CR	A-4484	District			
34	185A - 185B	CD Spectrum Inc.	Jul-88	CR	A-49412	District			
35	413 - 414	ModTech	Mar-86	Computer Lab	A-47044	District			
36	405 - 406	ModTech	Feb-86	CR	A-47044	District			
37	409 - 410	ModTech	Feb-86	CR	A-47044	District			
38	407 - 408	ModTech	Feb-86	CR	A-47044	District			
39	403 - 404	ModTech	Feb-86	CR	A-47044	District			
40	411 - 412	ModTech	Mar-86	CR	A-47044	District			
41	4035 - 4036	ModTech	Nov-88	CR		District			
42	6640 - 6641	ModTech	May-90	CR		District			
43	15643 - 15644	Aurora	Oct-96	CR	A-65601	District			
44	15645 - 15646	Aurora	Oct-96	CR	A-65601	District			
45	15647 - 15648	Aurora	Oct-96	CR	A-65601	District			
46	2BE-2098 - 2BE-2097	Modular Structures	May-97	CR	A-65714	District			
47	2BE-2099 - 2BE-2100	Modular Structures	May-97	CR	A-65714	District			

PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
BY AND BETWEEN

LAKE ELSINORE UNIFIED SCHOOL DISTRICT,  
as Seller

AND

COUNTY OF RIVERSIDE, a Political Subdivision of the State of California,  
as Buyer

Former Butterfield Elementary School  
Assessor's Parcel Numbers 381-300-004, 381-300-017, 381-300-019,  
386-140-007 and 386-140-008

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

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between COUNTY OF RIVERSIDE ("Buyer"), and LAKE ELSINORE UNIFIED SCHOOL DISTRICT previously known as ELSINORE UNION SCHOOL DISTRICT ("Seller"), collectively, the "Parties."

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the date on which this Agreement is approved and fully executed by Buyer and Seller as listed on the signature page of this Agreement.

(b) **Property:** Seller is the owner of certain real property located in the unincorporated area of Riverside County, California, known as Lakeland Village, as further described in Exhibit A attached hereto and made part hereof. The Property consists of land, appurtenances and certain improvements, including all the privileges, rights, easements appurtenant to the land, existing buildings, and all other structures, fences, parking areas, or improvements located thereon and situated on approximately 18.53 acres. The Property is located at 16275 Grand Avenue, Lake Elsinore, California, known generally as the District's former Butterfield Elementary School site and is also known as Assessor's Parcel Numbers 381-300-004, 386-140-007, 386-140-008, 381-300-017 and 381-300-019.

(c) **Purchase Price:** The Purchase Price is Two Million One Hundred

Thousand Dollars (\$2,100,000.00).

(d) Escrow Holder: Lawyers Title at the address set forth in subparagraph (i) below. The escrow number is 614600133 and has been assigned to Colleen Graves, as the Escrow Officer.

(e) Title Company: Lawyers Title at the address set forth in subparagraph (i) below. The title order number is 614600133, and Joe Lardieri is the Title Officer.

(f) Closing and Close of Escrow: Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed is recorded in the Official Records of the County of Riverside in the manner provided herein.

(g) Closing Date: The Closing Date shall be on or before five (5) business days from the end of the Due Diligence Period, unless otherwise agreed to in writing by both parties.

(h) Due Diligence Period: The Due Diligence Period is the period commencing on the Effective Date and ending ten (10) days, unless extended in writing by the Parties pursuant to this Agreement.

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

"Notices" will be sent as follows:



Seller:  
Lake Elsinore Unified School District  
545 Chaney Street  
Lake Elsinore, CA 92530  
Attn: Greg Bowers  
Telephone: 951-253-7000  
Fax No.:  
Email: Greg.Bowers@leusd.k12.ca.us

Buyer:  
County of Riverside/Real Estate Division  
3403 Tenth Street, #400  
Riverside, California 92501  
Attn: Vincent Yzaguirre  
Telephone: 951-955-4820  
Fax No.: 951-955-4837  
Email: VYzaguirre@rivcoeda.org

Escrow Holder: Lawyers Title  
625 E. Carnegie Drive, #105  
San Bernardino, CA 92408  
Attn: Colleen Graves, Escrow Officer  
Telephone: (909) 963-5588  
Fax No.: (909) 963-5589  
Email: CGraves@ltic.com

Title Holder: Lawyers Title  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Attn: Joe Lardieri, Title Officer  
Telephone: 951-774-0825  
Fax No.:  
Email: jardieri@ltic.com

- (j) Exhibits: The following exhibits are attached and incorporated herein:
- Exhibit A - Legal Description for the Property
  - Exhibit B - Grant Deed
  - Exhibit C - Non-Foreign Affidavit
  - Exhibit D - Assignment and Bill of Sale

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, "as is," "where is." The Purchase Price is Two Million One Hundred Thousand Dollars (\$2,100,000).

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows: No later than 1:00 p.m. on the business day at least seven (7) days prior to the closing date as described in Paragraph 1(g) above, or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit to escrow an amount equal to the sum of the purchase price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at close of escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, of the fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow reference herein. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern. Escrow Holder shall provide both Parties with written confirmation of the date of the Opening of Escrow. All Payments received by Escrow Holder will be, until the release to Seller or the Close of Escrow, as applicable, kept on deposit in a an interest-bearing account at a federally insured State or national Bank.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. No later than 1:00 p.m. on the date two business days

preceding the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

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

(b) A Transferor's Certificate of Non-Foreign Status ("FIRPTA Certificate") in the form attached hereto as Exhibit "C" and California Franchise Tax Board Form 590-RE, each executed by Seller;

(c) Three counterpart originals of an Assignment and Bill of Sale executed by the Seller, in the form attached hereto as Exhibit "D;"

(d) Copies of any leases that exist on the Property if any;

(e) An inventory of furniture and personal property not to be transferred to the Buyer, if any; and

(f) All other documents required by Escrow Holder from Seller to carry out and close the Escrow pursuant to this Agreement.

5.2 By Buyer. No later than 1:00 p.m. on the business day preceding the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

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

(b) Three counterpart originals of an Assignment and Bill of Sale in the form attached hereto as Exhibit "D";

(c) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 15.3 below;

(d) A duly executed copy of the approval of the Board of

Supervisors Authorization to Purchase and the Approval of the Purchase and Sale Agreement and Joint Escrow Instructions document; and

(e) All other sums and documents required by Escrow Holder from Buyer to carry out and close the Escrow pursuant to this Agreement.

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

**6. Condition of Title.**

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

- (a) Matters affecting the condition of title to the Property created by or with the written consent of Buyer;
- (b) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Escrow Holder;
- (c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement;
- (d) title exceptions approved by Buyer pursuant to Section 7 of this Agreement; and
- (e) Any matter that have been disclosed by an accurate survey or a reasonable physical inspection of the Property accepted by the Buyer.

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

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

(a) **Title.** Buyer has obtained a report of title for the Property prepared by the Title Company and referenced as Order Number 614600133, together with copies of all written instruments creating the exceptions to title described in the Preliminary Title Report and a plat map, if requested by Buyer, plotting all easements specified therein (collectively, the "Preliminary Title Report" or "PTR"). Buyer shall notify Seller on or before the expiration of the Due Diligence Period to in writing ("Buyer's Objection Notice") of any objections Buyer may have to the title exceptions contained in the PTR. Seller will have five (5) business days after receipt of Buyer's -Objection Notice ("Objectionable Exceptions") to advise Buyer in writing that:

(i) Seller will remove or cure the Objectionable Exceptions described in Buyer's Objection Notice or obtain appropriate endorsements to the title policy on or before the Closing Date; or

(ii) Seller will not cause one or more of the Objectionable Exceptions to be removed. If Seller advises Buyer that it will not cause (or fails to timely advise Buyer that it will cause) the Objectionable Exceptions to be removed, Buyer will have ten (10) days to elect through written notice, as its sole remedy, to:

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

(2) Cancel the Escrow and this Agreement by written notice to Seller and the Escrow Holder, in which case any deposit, together with interest

thereon will be returned to Buyer and the cancellation costs will be borne by Buyer.

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

Upon the issuance of any amendment or supplement to the PTR which adds additional exceptions, or adds any new requirement, the foregoing right of Buyer to review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) business days following Buyer's and Buyer's attorney's receipt of the instrument(s) creating such additional exceptions.

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, a CLTA Standard, Title Policy to Buyer with liability in the amount of the Purchase Price, showing fee title to the Property vested in the Buyer, subject only to the Permitted Exceptions.

(c) Delivery of Information. Seller represents that Seller will deliver to Buyer any and all of the existing original or true copies of the following documents in possession of the Seller, unless already provided by Seller ("Due Diligence Materials"): all surveys, approved plans and specifications, building condition, zoning, land use, audits, past hazardous material studies, as-built drawings, governmental approvals and building permits, soils reports, including engineers' reports, environmental reports, studies or audits, and studies and similar information, relating to the Property that is material to this purchase. All items delivered by Seller to Buyer shall be to the best of Seller's actual knowledge, true, correct, and complete copies of the items in Seller's possession, and except as expressly set forth herein, Seller makes no warranty regarding

the contents of such items. If the Escrow shall fail to close for any reason, all such items in this subsection (c), shall be immediately returned to Seller. Buyer shall notify Seller and Escrow Holder in writing ("Buyer's Due Diligence Notice") on or before the expiration of the Due Diligence Period of Buyer's approval or disapproval of the Due Diligence Materials, the condition of the Property and Buyer's investigations with respect thereto. Buyer's disapproval of any of said items shall constitute Buyer's election to terminate this Agreement and cancel the Escrow.

(d) The conditions set forth in Paragraph 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder unless as otherwise provided herein.

(e) The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date, the items described in Paragraph 5.1 and 5.3 above, the removal or waiver of the items described in Paragraph 7.1, and shall not go into effect if Seller is in material default of any term or condition of this Agreement.

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

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

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3, above as well as any document required by Buyer by this Agreement to Close Escrow;

(c) All representations and warranties made by Buyer in this Agreement are true and correct as of the Closing as though made at that time; and

(d) Seller's obligations with respect to this transaction shall not go into effect if Buyer is in material default of any term or condition of this Agreement.

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

7.3. Termination. In the event each of the conditions set forth in Section 7.1 is not fulfilled within the time provided in Section 7.1 or waived by Buyer, Buyer may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event that the conditions set forth in Section 7.2 are not fulfilled or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of termination of this Agreement by either Party, all documents delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and all documents delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer and Buyer shall deliver to Seller all third party reports or work product performed by the Buyer or any of the Buyer's consultants, contractors or agents that pertains to the Property and all rights to such reports and work product shall be assigned to the Seller automatically upon such termination without further action by Buyer or Seller. Nothing in this Section shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow to be opened hereunder.



8. **Delivery of Property.** The consummation of this transaction is subject to the Seller delivering the Property and improvements in an "as is" and "where is" condition, subject to hazardous substance representations and warranties set forth in Section 19.2 below.

9. **Maintenance of Property.** Seller shall be responsible for the diligent, regularly scheduled maintenance of the entire Property, and pay any and all expenses incurred in the maintenance of the Property until the Close of Escrow. Nothing in this Agreement shall be construed as requiring Seller to perform any maintenance or improvements on the Property beyond the typical and routine maintenance performed by Seller at its sole discretion.

10. **Existing Warranties; Disclaimer of Warranties.** Seller shall advise Buyer of any existing contracts or agreements during the Escrow and will assign any and all information regarding warranties, if any. Upon Close of Escrow, Seller shall transfer all outstanding warranties to Buyer, if any. Seller shall not be responsible in any way for the validity or performance of any warranties provided to Buyer pursuant to this Section.

Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, the suitability of the Property for use as a potential community center and park, project is not defined or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by it, the District and their employees, agents

and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, or similar substances, the purpose for which the Property is suited, or drainage. The Seller makes no representation or warranty concerning the compaction of soil upon the Property, nor of the suitability of the soil for construction.

**11. Due Diligence by Buyer.**

11.1 Matters to Be Reviewed. Buyer shall have the Due Diligence Period to complete its due diligence investigation of the Property and to approve each of the following matters (collectively, "Buyer's Investigations"):

(a) The physical condition of the Property, including the soil, subsurface soils, drainage, seismic and other geological and topographical matters, any issues with respect to hazardous and toxic materials, if any, and ensure compliance with all applicable laws, including any laws relating to hazardous and toxic materials;

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

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

(d) At Buyer's sole and absolute discretion, determining whether the Property is acceptable to Buyer.

11.2 Due Diligence Requirements.

(a) Subject to Paragraph 11.2(b) below, Buyer shall only conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Property by first obtaining Seller's prior written consent. Consent by Seller shall not be unreasonably withheld. If Buyer wishes to conduct any Physical Testing on

any portion of the Property, Buyer shall submit a work plan to Seller for Seller's prior written approval.

(b) At least forty-eight (48) hours prior to any entry unto the Property by Buyer or and its agents, employees, representatives or contractors (collectively, "Buyer's Agents") for the purpose of conducting Buyer's Investigations, Buyer shall provide Seller with sufficient evidence to show that Buyer's Agents who are to enter upon the Property are adequately covered by policies of insurance issued by a carrier reasonably acceptable to Seller insuring Buyer and Seller against any and all liability arising out of the entry and activities of Buyer's Agents upon the Property, including, without limitation, any loss or damage to the Property arising therefrom, with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence.

(c) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting Buyer's Investigations and any Physical Testing relating thereto.

(d) Buyer shall, at its sole cost and expense, clean up, restore and repair the Property and any other portion of the Property altered in any manner by Buyer or Buyer's Agents, after Buyer's or Buyer's Agents' entry thereon so that such portion of the Property or the Property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

(e) Buyer shall provide to Seller, upon Seller's written request, with a copy of any and all information, materials and data that Buyer and/or Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's Investigations and/or Physical Testing under this Paragraph 11.2(e).

11.3 Indemnification/Insurance. Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities,

claims, liens, stop notices, actions, obligations, damages and/or expenses which may be asserted against Seller as a result of Buyer's or Buyer's Agent's entries into the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer. Prior to entering onto the Property before the Close of Escrow, Buyer shall, at its own cost and expense, obtain public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Buyer's investigation or inspection of Property in amounts not less than \$1,000,000.00 for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and \$1,000,000.00 for property damage. The policy shall name Seller as an additional insured and shall be issued by either a California admitted surety or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

12. **Final Inspection of Property.** Buyer shall be entitled to inspect and approve or disapprove the Property condition prior to Close of Escrow to determine that the Property is in a condition in accordance with the terms of this Agreement and that is satisfactory to the sole determination of the Buyer.

13. **Title Insurance.** At the Close of Escrow, Title Company has committed to issue to Buyer a CLTA standard coverage owner's policy, in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer, subject only to the Permitted Exceptions ("Title Policy") and the standard printed exceptions and conditions in the policy of title insurance. Buyer's election to obtain any endorsements or an ALTA Extended Policy of Title Insurance and the additional premium and costs of the policy survey for the ALTA Extended Policy of Title Insurance and the cost of any endorsements

will be at Buyers sole cost and expense; however, Buyers election to obtain an ALTA Extended Policy of Title Insurance will not delay the Closing and Buyer's inability to obtain an ALTA Extended Policy of Title Insurance or any such endorsements will not be deemed to be a failure of any condition to Closing.

14. **Escrow and Title Cost and Expenses.**

14.1 Seller shall pay or be charged:

- a. All costs to remove debt encumbering the Property and all costs associated with removing any debt encumbering the Property;
- b. All costs associated with Seller's broker representation, including commission, if any;
- c. One-half share of Escrow fees and costs; and
- d. Seller's share of prorations.

14.2 Buyer shall pay or be charged:

- a. One-half share of Escrow fees and costs;
- b. Cost of recording the Deed;
- c. Cost of the CLTA Standard coverage policy;
- d. all documentary transfer taxes, if any;
- e. the title insurance premium for any additional cost of obtaining any additional coverage requested by the Buyer, including the difference between an CLTA standard owner's policy and an ALTA extended owner's policy; and
- f. Buyers share of prorations.

15. **Prorations.**

15.1 Tax Exempt Agency. All parties hereto acknowledge that Buyer and

Seller are both a public entity and exempt from payment of any real property taxes. There will be no proration of taxes through Escrow.

15.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. Seller is responsible for all costs associated with the provision of utility services to the Property up to the Close of Escrow. Buyer is responsible for all costs associated with the provision of utility services to the Property after the Close of Escrow.

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

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

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

16.2 Recording. Cause the Grant Deed to be recorded with the County

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

16.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

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

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

17.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to perform its obligations under and to consummate the transaction contemplated by this Agreement.

17.2 At Close of Escrow, all requisite action (corporate, trust, partnership, governmental agency, or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required. However, Buyer recognizes that pursuant to Education Code section 17604, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

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

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

17.5 At Closing, Seller shall convey the Property to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved or waived by Buyer as set forth herein.

17.6 If either Party becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by it hereunder, whether as of the date given or any time thereafter through the Closing Date, the Party will give immediate written notice of such changed fact or circumstance to the other Party, but such notice shall not release the notifying Party of any liabilities or obligations with respect thereto.

**18. Indemnification.**

18.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorney's fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from Seller's negligent acts, willful misconduct, misrepresentation or breach of warranty or covenant by Seller related to this Agreement.

18.2 Indemnification By Buyer. In addition to the indemnity requirements set forth in Section 11.3 above, Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses,



including attorney's fees and costs, damages and losses, cause or causes of action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

**19. Hazardous Substances.**

19.1 Definitions. For the purpose of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any federal, state, or local law, statute, ordinance, rule, order, consent, decree, judgment, provisions and conditions of permits, licenses or regulation pertaining to: A) health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976); (B) pollution or protection of the environment, including natural resources, (C) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (D) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (E) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(b) "Hazardous Substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivative product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under

Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in

effect; and

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

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

(a) No Hazardous Substances have been used or stored on or within any portion of the Property by Seller or, to Seller's knowledge, any prior owner of the Property, except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) There are and have been no federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property during Seller's ownership of the Property or, to Seller's knowledge, prior to Seller's ownership of the Property;

(c) No claims have been made by any third party relating to any Hazardous Substances on or within the Property during Seller's ownership of the Property or, to Seller's knowledge, prior to the Seller's ownership of the Property; and,

(d) There have been no disposal of Hazardous Substances or accidental spills by Seller or, to Seller's knowledge, any prior owner of the Property, which may have contaminated the Property. There has been no on-site bulk storage of vehicle fuels or waste oils by Seller or, to Seller's knowledge, any prior owner of the Property.

19.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains notice that the Property may be subject to any threatened or pending investigation by any governmental agency under any

law, regulation or ordinance pertaining to any Hazardous Substance on or within the Property.

19.4 Environmental Audit. Buyer may order at its sole cost and expense, to perform an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may terminate this transaction if Buyer identifies environmental issues in its sole and subjective judgment would preclude the Buyer from continuing with this transaction, the following:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business day's prior notice of any on-site testing of soil or subsurface conditions and shall submit a copy of Buyer's work plan to Seller for Seller's reasonable written approval;

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

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

19.5 Notwithstanding the above, Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller its employees, and agents, and its respective heirs, successors, personal representatives and assigns (collectively, the "Seller's Parties"), of and from any and all Environmental Claims,

Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses (collectively, "Environmental Actions"), which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing unless the Environmental Actions are caused by the Seller's Parties. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties except for Environmental Actions that are caused by Seller's Parties, in which case Buyer, upon proving that the action given rise to the Environmental Action was caused by the Seller's Parties, may retain any and all legal rights against the Seller.

**20. Miscellaneous.**

20.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery (including delivery by facsimile transmission or by "pdf" email transmission) and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of

this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

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

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

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

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

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

20.7 No Recordation. No memorandum or other document relating to this

Agreement shall be recorded without the prior written consent of Seller and Buyer.

20.8 Survival. Buyer and Seller indemnification obligations expressly set forth in this Agreement and any other provisions of this Agreement which by its terms expressly survive the Close of Escrow or require performance by either party after the Close of Escrow, shall survive the Close of Escrow. Except as provided above, upon completion of the Close of Escrow all other liabilities and obligations of Buyer and Seller hereunder shall terminate.

20.9 Brokers. Seller and Buyer have no broker representation. Seller and Buyer each represent and warrant to one another that such party has not engaged any broker or finder with respect to this Agreement or the transactions contemplated herein. Should Buyer or Seller disclose any broker's commission and/or finder's fee applicable to the transactions contemplated by this Agreement, such commission and/or finder's fee shall in no way apply to the other party or any payments by the Parties hereunder. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee. The provisions of this Paragraph 20.9 shall survive Closing hereunder or earlier termination of this Agreement.

20.10 Attorneys' Fees; Litigation. If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party, including expert witness fees and costs, and fees for discovery and appeal. The only remedies available to either Party in the enforcement of this Agreement or any obligation under this agreement shall be for injunctive relief, specific performance, and similar equitable remedies. No other remedy, including any remedy for damages shall be

available to either Party in the enforcement of this Agreement or in the event of a default under the terms of this Agreement. In addition, neither Party shall be obligated for any economic or consequential damages or damages for lost profit or any other damages of like kind or nature in the event of a default on the part of the other Party.

20.11 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Seller and Buyer acknowledge and agree that they are each bound by the same.

20.12 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.13 Conflicts of Interest. No director, officer, official, representative, agent or employee of the Buyer or Seller shall have any financial interest, direct or indirect, in this Agreement.

20.14 Nondiscrimination. There shall be no discrimination by Seller nor Buyer against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

20.15 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

20.16 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete



the acquisition of the Property, and/or to accomplish the objectives and requirements that are set out in this Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement and the Exhibits attached hereto.

20.17 Uniform Relocation Assistance and Real Property Acquisition Act.

Seller acknowledges that this transaction is a voluntary, "arms-length" transaction and that Community Development Block Grant (CDBG) funds will be used, in part, for the acquisition. Seller certifies that the Property is non-residential and unoccupied. Therefore, Seller is not entitled to any relocation or displacement compensation under the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 or Section 104(d) of the Housing and Community Development Act.

21. **Exhibits.** Each exhibit attached hereto is incorporated herein by this reference and as set forth in this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"Seller":

"Buyer":

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Marion Ashley, Chairman  
Board of Supervisors

Name: Dr. Gregory J. Bowers

Its: Assistant Superintendent Facilities & Operations Division

ATTEST:

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By: Karin Watts-Bazan  
Karin Watts-Bazan  
Principal Deputy County Counsel

APPROVED AS TO FORM:  
Atkinson Andelson Loya Ruud & Romo

By: \_\_\_\_\_  
Andreas C. Chialtas,  
District legal counsel

EXHIBIT A

## EXHIBIT "A"

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

**Parcel 1: (APN 386-140-008)**

Lot 5 of N. G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page(s) 556, of Maps, San Diego County Records.

Excepting therefrom that portion described as follows:

Beginning at the Southwest corner of said Lot 5; Thence Northeasterly on the Northwestern line of said Lot, 432 feet; Thence Southeasterly, parallel with the Northeasterly line of said Lot, 200 feet; Thence Southwesterly, parallel with the Northwestern line of said Lot, to the Southerly line thereof; Thence Westerly, on the Southerly line of said Lot, to the point of beginning.

**Parcel 2: (APN 386-140-007)**

That portion of Lot 4 of N.G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page 556, of Maps, San Diego County Records, described as follows:

Beginning at the most Westerly corner of said Lot; Thence Northeasterly on the Northwestern line of said Lot, to the most Northerly corner thereof; Thence Southeasterly, on the Northeasterly line of said Lot, 141.13 feet; Thence Southwesterly, parallel with the Northwestern line of said Lot, to the Southerly line thereof; Thence Westerly on the Southerly line of said Lot, to the point of beginning.

**Parcel 3: (APN 381-300-004)**

The Northwesternly 480 feet of Lot 20, in Block "C" of Subdivision in Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 8, Page 377, of Maps, Records of San Diego County, California.

**Parcel 4: (APNs 381-300-017 and 381-300-019)**

That certain portion of land lying within Parcel 4 of Parcel Map 9501, in the County of Riverside, State of California, as shown by Map recorded in Book 68, Page 79, of Parcel Maps, Records of Riverside County, and being more particularly described as follows:

The Southeasterly 161.00 feet of said Parcel 4.

The sidelines of said land shall extend or terminate to meet the Northeasterly and Southwesterly lines of said Parcel 4.

EXHIBIT B

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Space Above For Recorder's Use)

*add applicable transfer/documentary  
tax information*

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAKE ELSINORE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereby grants to COUNTY OF RIVERSIDE, a Political Subdivision of the State of California, that certain real property located in the County of Riverside, State of California, along with all improvements thereon, as described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference.

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

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
By: Dr. Gregory J. Bowers, Assistant Superintendent  
Facilities & Operations Division

**EXHIBIT "A" TO GRANT DEED  
LEGAL DESCRIPTION OF LAND**

## EXHIBIT "A"

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

**Parcel 1: (APN 386-140-008)**

Lot 5 of N. G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page(s) 556, of Maps, San Diego County Records.

Excepting therefrom that portion described as follows:

Beginning at the Southwest corner of said Lot 5; Thence Northeasterly on the Northwesterly line of said Lot, 432 feet; Thence Southeasterly, parallel with the Northeasterly line of said Lot, 200 feet; Thence Southwesterly, parallel with the Northwesterly line of said Lot, to the Southerly line thereof; Thence Westerly, on the Southerly line of said Lot, to the point of beginning.

**Parcel 2: (APN 386-140-007)**

That portion of Lot 4 of N.G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page 556, of Maps, San Diego County Records, described as follows:

Beginning at the most Westerly corner of said Lot; Thence Northeasterly on the Northwesterly line of said Lot, to the most Northerly corner thereof; Thence Southeasterly, on the Northeasterly line of said Lot, 141.13 feet; Thence Southwesterly, parallel with the Northwesterly line of said Lot, to the Southerly line thereof; Thence Westerly on the Southerly line of said Lot, to the point of beginning.

**Parcel 3: (APN 381-300-004)**

The Northwesterly 480 feet of Lot 20, in Block "C" of Subdivision in Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 8, Page 377, of Maps, Records of San Diego County, California.

**Parcel 4: (APNs 381-300-017 and 381-300-019)**

That certain portion of land lying within Parcel 4 of Parcel Map 9501, in the County of Riverside, State of California, as shown by Map recorded in Book 68, Page 79, of Parcel Maps, Records of Riverside County, and being more particularly described as follows:

The Southeasterly 161.00 feet of said Parcel 4.

The sidelines of said land shall extend or terminate to meet the Northeasterly and Southwesterly lines of said Parcel 4.

EXHIBIT C

**NON-FOREIGN AFFIDAVIT**

Section 1445 of the Internal Revenue Code provides that the transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Transferee"), that withholding of tax is not required upon the sale by LAKE ELSINORE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Transferor"), of its fee simple interest in that certain real property sold pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated \_\_\_\_\_, 2015, which real property is described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and the income tax regulations promulgated thereunder);
2. The Transferor's United States Taxpayer Identification Number is \_\_\_\_\_;
3. The Transferor's office address is 545 Chaney Street, Lake Elsinore, CA 92530, and
4. The Internal Revenue Service has not issued any notice with respect to Transferor or listed Transferor as a person whose affidavit may not be relied upon for purposes of Section 1445 of the Internal Revenue Code.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I am the Assistant Superintendent of Transferor and that I have authority to sign this document on behalf of the Transferor.

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

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
By: Dr. Gregory J. Bowers, Assistant Superintendent  
Facilities & Operations Division



**EXHIBIT "A" TO NON-FOREIGN AFFIDAVIT**

**LEGAL DESCRIPTION OF LAND**

## EXHIBIT "A"

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

**Parcel 1: (APN 386-140-008)**

Lot 5 of N. G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page(s) 556, of Maps, San Diego County Records.

Excepting therefrom that portion described as follows:

Beginning at the Southwest corner of said Lot 5; Thence Northeasterly on the Northwesterly line of said Lot, 432 feet; Thence Southeasterly, parallel with the Northeasterly line of said Lot, 200 feet; Thence Southwesterly, parallel with the Northwesterly line of said Lot, to the Southerly line thereof; Thence Westerly, on the Southerly line of said Lot, to the point of beginning.

**Parcel 2: (APN 386-140-007)**

That portion of Lot 4 of N.G. Yocum's Subdivision, in the County of Riverside, State of California, as shown by Map on file in Book 12, Page 556, of Maps, San Diego County Records, described as follows:

Beginning at the most Westerly corner of said Lot; Thence Northeasterly on the Northwesterly line of said Lot, to the most Northerly corner thereof; Thence Southeasterly, on the Northeasterly line of said Lot, 141.13 feet; Thence Southwesterly, parallel with the Northwesterly line of said Lot, to the Southerly line thereof; Thence Westerly on the Southerly line of said Lot, to the point of beginning.

**Parcel 3: (APN 381-300-004)**

The Northwesterly 480 feet of Lot 20, in Block "C" of Subdivision in Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 8, Page 377, of Maps, Records of San Diego County, California.

**Parcel 4: (APNs 381-300-017 and 381-300-019)**

That certain portion of land lying within Parcel 4 of Parcel Map 9501, in the County of Riverside, State of California, as shown by Map recorded in Book 68, Page 79, of Parcel Maps, Records of Riverside County, and being more particularly described as follows:

The Southeasterly 161.00 feet of said Parcel 4.

The sidelines of said land shall extend or terminate to meet the Northeasterly and Southwesterly lines of said Parcel 4.

## EXHIBIT "D"

### ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AGREEMENT AND BILL OF SALE ("Assignment and Bill of Sale") to the Purchase and Sale and Joint Escrow Instructions ("Purchase Agreement") by and between LAKE ELSINORE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District" or "Seller" depending on context) and COUNTY OF RIVERSIDE, a Political Subdivision of the State of California ("Buyer") dated \_\_\_\_\_, 2015, is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date") as follows:

A. WHEREAS, District and Buyer have entered into the Purchase Agreement for the sale by District to Buyer of that certain real property consisting of approximately owns approximately 18.53 acres of property located at 16275 Grand Avenue, Lake Elsinore, CA, known generally as the District's former Butterfield Elementary School site ("Land") as more particularly set forth in the Purchase Agreement; and

B. WHEREAS, the execution and delivery of this Assignment and Bill of Sale is required to consummate the Close of Escrow. Capitalized terms used herein and not otherwise defined shall have the meanings provided to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the benefits set forth herein and in the Purchase Agreement, the parties hereto hereby agree as follows:

Seller hereby grants, sells, conveys, assigns, transfers, sets over to, and vests in the Buyer, its successors and assigns, all of the right, title, and interest, legal or equitable, of the Seller in and to any and all improvements and fixtures associated with the Property, excepting all of Seller's personal property, furnishing, equipment, and materials, which shall be removed from the Property prior to the Close of Escrow.

Seller hereby assigns all of its right, title and interest in and to the Property to Buyer, including: all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by governmental authorities with jurisdiction over the Property, or otherwise in connection with the Property; any and all development rights and other intangible rights, titles, interests, privileges and appurtenances owned by District and in any way related to or used in connection with the Property and its operation; and all licenses, consents, easements, rights of way and approvals required from private parties to make use of the utilities (collectively, "Licenses and Permits"); and

Seller hereby assigns, sells, transfers, sets over and delivers unto Buyer all of District's estate, right, title and interest in and to the Licenses and Permits, and Buyer hereby accepts such Assignment and Bill of Sale.

Although the Property is being sold by Seller and Buyer in an "AS-IS" condition, as a courtesy to Buyer, and without any indemnification or representation regarding the extent, nature, quality or even existence of any Licenses and Permits, Seller hereby covenants that Seller will, from time to time as reasonably necessary, upon written request therefore, execute and deliver to Buyer, Buyer's successors, nominees and assigns, any new or confirmatory instruments which Buyer, Buyer's successors, nominees and assigns may reasonably request in order to fully assign and transfer to and vest in Buyer, or Buyer's successors, nominees and assigns right, title and interest in and to the Licenses and Permits, if any, or to otherwise realize upon or enjoy such rights in and to the Licenses and Permits, if any.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the successors, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment and Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California with venue in Riverside County, California.

This Assignment and Bill of Sale shall only be effective upon the recordation of the Grant Deed in the Official Records of Riverside County, conveying the Property to Buyer.

IN WITNESS WHEREOF, District and Buyer have executed and delivered this Assignment and Bill of Sale as of the day and year first written above.

"District":

"Buyer":

LAKE ELSINORE UNIFIED  
SCHOOL DISTRICT

COUNTY OF RIVERSIDE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Gregory J. Bowers,

Name: \_\_\_\_\_

Its: Assistant Superintendent Facilities  
& Operations Division

Its: \_\_\_\_\_