

FORWARDED TO COUNTY COUNCIL
 BY: K. Harper 3/18/10
 MARSHAL VICTOR DATE

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

549A



FROM: Don Kent, Treasurer-Tax Collector


SUBMITTAL DATE:
 MAR 18 2010

SUBJECT: Publication Agreements for the 2010 Notice of Power and Intent to Sell Tax-Defaulted Property.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve the agreements for the annual publication of the "Notice of Power to Sell Tax-Defaulted Property";
- 2) Authorize the Chairman of the Board of Supervisors to execute both copies of each agreement for each of the nine participating newspapers herein enclosed;
- 3) Instruct the Clerk of the Board to return both signed copies of each agreement to the Treasurer-Tax Collector for forwarding to each of the participating newspapers.

BACKGROUND: The sale of tax-defaulted property (property delinquent more then five (5) years) is our ultimate collection method. Most delinquent property owners, of course, settle their accounts prior to sale, but a significant number wait until the final hour to do so. In order to comply with State Law, the first step in the process is to notify the public via newspaper publication. The second step is the use of certified mail and in some cases site visits to those who have not settled their account prior to the upcoming tax sale date.



 Don Kent, Treasurer-Tax Collector

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 50,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 10000-1400100000-526410	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: 

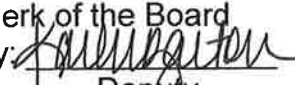
 Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 20, 2010
 xc: Treasurer

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: _____ **District:** _____ **Agenda Number:** _____

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.75

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

BACKGROUND: (Continued)

As prescribed by Section 3361 through 3364 of the California Revenue and Taxation Code, the Tax Collector shall publish annually on or before June 8th, a notice of power and intent to sell tax-defaulted property. All properties which became tax-defaulted at least 5 years previously will become subject to the Tax Collector's Power of Sale. Prior to becoming subject to a Power to Sell, the law requires that the property owner be notified through public announcement of a legal notice prescribed by Section 3361 et. seq. of said code. The County uses the method of publication set forth in Sections 3381 through 3385 of said code because it provides the most direct means of notifying the property owners affected. Both copies of the agreements with the newspapers have been signed by an authorized representative and require publication at the existing rates for legal advertising and rate schedule, see attached "Exhibit A.

This notice will be published on May 19, 2010 and May 26, 2010 in those newspapers having only a Wednesday publication, and on May 21, 2010 and May 28, 2010 in those newspapers having only a Friday publication. All other publications will appear on Thursday, May 20, 2010 and May 27, 2010. The text and format of the agreements have been approved by County Counsel. In compliance with the law, the Treasurer-Tax Collector intends to provide "...the most likely...adequate notice to owners of the property" by using the following newspapers for this publication: Corona-Norco Edition, The Desert Sun, The Hemet News, South West Edition, Palo Verde Valley Times, The Press Enterprise, The Record Gazette, Riverside County Record and The Moreno Valley Edition. Under California Law, the Treasurer-Tax Collector is required to make this annual publication. Sufficient funds are available in the Treasurer-Tax Collector's 2009-2010 budget account to pay estimated publication costs.

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Richard Ramhoff, publisher of the Desert Sun, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Desert Sun once a week for two successive weeks, on May 20th, 2010 and May 27th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 07-000, 11-000, 12-000, 14-000, 16-000, 17-000, 18-000, 19-000, 20-000, 58-000, 61-000 & 75-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
 1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
 2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within five (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

APR 20 2010 3.75

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. 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 full force without being impaired or invalidated in any way.

Dated: 3.4.10

Publisher
 By [Signature]
 Name RICHARD A. RAHLOFF
 Title PRESIDENT & PUBLISHER

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]
 Deputy

COUNTY OF RIVERSIDE
 By [Signature]
 Chairperson of the Board
MARION ASHLEY

Dated: 3/18/10
 FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
 Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate*	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.
 2nd + day rate.

*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

CLASSIFIED / LEGAL			
10 COLUMN			
5:1 Point Gutter			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

EXHIBIT A

PAGE 3

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Ronald R. Redfern, publisher of the Moreno Valley Edition, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Moreno Valley Edition once a week for two successive weeks, on May 21st, 2010 and May 28th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 21-000, 80-000, 08-000 & 87-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
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- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

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- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
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- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/24/2010

Publisher

By [Signature]

Name Ronald Redfern

Title CEO/Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]

Chairperson of the Board

MARION ASHLEY

Dated: 3/18/10
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
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			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.
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*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

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CLASSIFIED / LEGAL			
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5.1 Point Gutter			
Column	Picas	Inches	Points
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4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
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AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

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- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/26/2010

Publisher
 By [Signature]
 Name Ronald Redfern
 Title CEO/Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]
 Chairperson of the Board
MARION ASHLEY

Dated: 3/18/10
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate*	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.
 2nd + day rate.

*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
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Large legal advertisements require additional time for formatting and setting type.

dh

EXHIBIT A

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Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

CLASSIFIED / LEGAL			
10 COLUMN			
5.1 Point Gutter			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Ronald R. Redfern, publisher of the Hemet News Edition, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Hemet News Edition once a week for two successive weeks, on May 20th, 2010 and May 27th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas:06-000, 10-000, 71-000 & 91-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
 1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
 2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within five (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

APR 20 2010 3.75

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
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- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/26/2010

Publisher
 By [Signature]
 Name Ronald Palkern
 Title CEO/Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]
 Chairperson of the Board
 MARION ASHLEY

Dated: 3/18/10
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.
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			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.
 2nd + day rate.

*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

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EXHIBIT A

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CLASSIFIED / LEGAL 10 COLUMN 5.1 Point Gutter			
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9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Ronald R. Redfern, publisher of the Southwestern Edition, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Southwestern Edition once a week for two successive weeks, on May 21st, 2010 and May 28th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 05-000, 13-000, 23-000, 24-000, 65-000, 94-000, 25-000, & 26-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
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(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

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Dated: 2/26/2010

Publisher
 By [Signature]
 Name Ronald Redman
 Title CEO/Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]
 Chairperson of the Board
MARION ASHLEY

Dated: 3/18/10
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
Marsha L. Victor

THE PRESS-ENTERPRISE

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EXHIBIT A

PAGE 2

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EXHIBIT A

PAGE 3

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APR 20 2010 3.75

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(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

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- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/26/2010

Publisher
By [Signature]

Name Ronald Redfern
Title CEO/Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]
Chairperson of the Board
MARION ASHLEY

Dated: 3/18/10

FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate*	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.
 2nd + day rate.

*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

EXHIBIT A
PAGE 2

**CLASSIFIED / LEGAL
10 COLUMN
5.1 Point Gutter**

Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Toebe Bush, publisher of the Record Gazette, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Record Gazette once a week for two successive weeks, on May 21st, 2010 and May 28th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 01-000, 02-000, 55-000 & 56-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
 1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
 2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within five (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.
- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

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- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/25/10

Publisher
 By Toebe Bush
 Name Toebe Bush
 Title Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]
 Deputy

COUNTY OF RIVERSIDE
 By Marion Ashley
 Chairperson of the Board
 MARION ASHLEY

Dated: 3/18/10
 FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
 Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate*	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.

2nd + day rate.

*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate

6 Column converted rate

2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
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Large legal advertisements require additional time for formatting and setting type.

dh

EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

CLASSIFIED / LEGAL			
10 COLUMN			
5.1 Point Gutter			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
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8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

EXHIBIT A

PAGE 3

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and Debbie White, publisher of the Palo Verde Valley Times, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Palo Verde Valley Times once a week for two successive weeks, on May 19th, 2010 and May 26th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas: 03-000 & 85-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
- E. After the type has been initially set, proofread and corrected by the Publisher, one copy of all galley proofs shall be submitted to the Tax Collector for purposes of making corrections, additions, deletions and other changes. The Tax Collector shall have the right to make corrections, additions, deletions and changes until all revised galley proofs are returned to the Publisher with final approval of the Tax Collector for publication. Redemption of all properties within the tax rate area(s) shown above will eliminate the publication in its entirety, and will result in no cost to the Tax Collector under this Agreement.
 1. Original Proofs which have been proofread and corrected by the Publisher shall be transmitted by the Publisher to the Tax Collector within five (5) days after the original documentation is received by the Publisher from the Tax Collector. The Proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.
 2. A revised Proof, as corrected by the Tax Collector, shall be transmitted by the Publisher to the Tax Collector within five (2) days after the corrected original Proof is received by the Publisher from the Tax Collector. The proofs shall be returned to the Tax Collector by means of personal messenger, by first class mail, or by e-mail.

APR 20 2010 3.75

- F. A copy of the revised Proof in slick Proof form for final approval for publication by the Tax Collector shall be submitted to the Tax Collector by personal messenger, first class Mail, or e-mail at least one week prior to the date of the first publication.
- G. On the day of the first publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the first publication.

On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

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- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/25/10

Publisher
 By Debbie White
 Name Debbie White
 Title Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE
 By [Signature]
 Chairperson of the Board
MARION ASHLEY

Dated: 3/18/10
FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
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EXHIBIT A

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CLASSIFIED / LEGAL			
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5.1 Point Gutter			
Column	Picas	Inches	Points
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8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9

AGREEMENT

This Agreement is made by and between the County of Riverside, hereinafter referred to as the County, and David Barnes, publisher of the Riverside County Record, hereinafter referred to as the Publisher. The Tax Collector of the County of Riverside is hereinafter referred to as the Tax Collector, whose address is, County Administrative Center, P O Box 12005, 4080 Lemon Street, 4th Floor, Riverside, California 92502.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Duties of Publisher. The Publisher agrees as follows:

- A. To publish in all regular editions of the Riverside County Record once a week for two successive weeks, on May 20th, 2010 and May 27th, 2010, the NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY and other items required by law to be published with said notice in the following tax rated areas:99-000
- B. The material to be published shall be as contained in documentation supplied by the Tax Collector. The form of the text and titles shall be as specified by the Tax Collector.
- C. The size and style and type for the text shall not be less than six point and no more than six point nonpareil solid type, or as may be otherwise specified by the Tax Collector.
- D. The same type shall be used for both publication dates; the type as set for the first publication shall not be broken up and reset for the second publication.
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On the day of the second publication, the Publisher shall deliver by messenger or deposit in the mail for delivery to the Tax Collector, five (5) copies of the entire newspaper containing the second publication.

- H. Within 24 hours after the second publication, two affidavits of publication made by the Publisher or its authorized representative, shall be delivered to the Tax Collector or deposited in the mail for delivery to the Tax Collector. Said affidavits shall be attached to a copy of the entire publication. Said affidavits shall be submitted in the form prescribed by the State Controller as follows:

AFFIDAVIT OF PUBLICATION

(Name of Newspaper)

(Title of Notice)

STATE OF CALIFORNIA) ss.
County of _____)

_____ of the said
County, being duly sworn, deposes and says:

THAT ___(s)he is and at all the times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that ___(s)he is not a party to, nor interested in the above entitled matter; that _____(s)he is the * _____ of the printer of (Name of Newspaper), a newspaper of general circulation, adjudicated by court decree dated _____, 20____, printed and published weekly/daily in the City of _____, County of _____, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the time herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the City of _____, County of _____, for a period exceeding _____ years next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

* (Name of Foreman of the Printer or Principal Clerk of the Printer)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of California.

- I. If there is an error by the Publisher in the publications required under 1.A. above, the Publisher shall republish the NOTICE at no cost to the County.

Section 2: Duties of Tax Collector. The County agrees as follows:

- A. To use the services of the Publisher for the publication of that portion of the Notice of Power to Sell Tax-Defaulted Property in the tax rate area(s) set forth in Section 1.A. above.
- B. To pay the Publisher for such services at the rates specified in Exhibit "A", a copy of which is attached hereto as and incorporated into this Agreement by this reference.
- C. Payment by the County is conditional upon full performance by the Publisher of this Agreement. Payment for both publications as set forth in Section 1.A. above shall be authorized by the Tax Collector and subsequently made by the County immediately after the second publication is completed in accordance with Section 1. above, and the Publisher has provided the Tax Collector with one (1) copy of an invoice setting forth the number of column squares; whether it is an 8 or 6 column publication, or the number of lines in each publication; the dates of each publication; the amount due for each publication and the total amount due for both publications.
- D. Failure by the Publisher to perform in accordance with this Agreement shall exclude the Publisher from participation in the distribution of future publications by the Tax Collector. This remedy is not exclusive, and County may pursue any other available remedy at law or in equity for breach of this Agreement by Publisher.

Section 3: Mutual Agreements. The parties further mutually agree as follows:

- A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.
- C. Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping County from enforcement hereof.
- D. 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 full force without being impaired or invalidated in any way.

Dated: 2/25/10

Publisher
 By [Signature]
 Name David H. Barnes
 Title Publisher

Dated: APR 20 2010

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

By [Signature]

Deputy

COUNTY OF RIVERSIDE

By [Signature]
 Chairperson of the Board
 MARION ASHLEY

Dated: 3/18/10

FORM APPROVED BY COUNTY COUNSEL

BY [Signature]
 Marsha L. Victor

THE PRESS-ENTERPRISE

2009 LEGAL ADVERTISING RATE & CONVERSION TABLES

Legal Advertising Newspaper Industry Standard is a 10 column x 21" Page Image Format.
 Retail Newspaper Standard Advertising Unit (SAU) is a 6 column x 21" Page Image Format.
 Legal Page Image Width in Inches is 10.499" or 62p11.9 picas.

Legal Rates:

Legal Columns	Page Depth	Total Inches	County Inch Rate*	Cost Per Page
10	21	210	\$18.20	\$3,822.00
			\$16.80	\$3,528.00

Columns x depth x rate = Page cost

One day rate.
 2nd + day rate.

*Open rate is \$22.40 per column inch. Riverside County rate is equivalent to a 19% discount.

One Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,822.00	\$22.75
6		126	\$3,822.00	\$30.33

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

2nd + Day Rate Conversion:

Legal Columns	Page Depth	Total Inches	Cost Per Page	Converted Inch Rate
8	21	168	\$3,528.00	\$21.00
6		126	\$3,528.00	\$28.00

Page cost / total inches = Converted rate

8 Column converted rate
 6 Column converted rate

Large legal advertisements require additional time for formatting and setting type.

dh

EXHIBIT A

2009 The Press-Enterprise Legal Advertising Rates

Costs	1st	Subsequent
Per Agate Line	\$1.30	\$1.20
Per Column Inch	\$18.20	\$16.80
Per Column Square		
(a) 8 Column	\$22.75	\$21.00
(b) 6 Column	\$30.33	\$28.00

CLASSIFIED / LEGAL			
10 COLUMN			
5:1 Point Gutter			
Column	Picas	Inches	Points
1	5p11	0.986	71.0
2	12p3.1	2.043	147.1
3	18p7.2	3.100	223.2
4	24p11.3	4.157	299.3
5	31p3.4	5.214	375.4
6	37p7.5	6.271	451.5
7	43p11.6	7.328	527.6
8	50p3.7	8.385	603.7
9	56p7.8	9.442	679.8
10	62p11.9	10.499	755.9