

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

818



FROM: Economic Development Agency

SUBMITTAL DATE:
November 23, 2010

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

RECOMMENDED MOTION: That the Board of Supervisors:

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

(Continued)

Lisa Brandl

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

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 486,450	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 7, 2010
xc: EDA, CIP, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Karen Barton*
Deputy

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

District: 3

Agenda Number: 3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3 14
RP-EDA-00- FRMTT-00
Form 11 (Rev 06/2009)

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 11/23/10
 SAMUEL WONG, Departmental Auditor
 FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis* 11-22-10
 ANITA C. WILLIS, DATE

Reviewed by
 CIP TEAM
 Dean Deines
 Policy
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

3. Authorize and direct the Assistant County Executive Officer/EDA to certify acceptance of any documents running in favor of the County as part of this transaction; and
4. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute subsequent documents and administer all actions necessary to complete this transaction.

BACKGROUND:

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

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

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

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

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

FINANCIAL DATA: (Continued)

FINANCIAL DATA: (Continued)

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

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

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

Attachments:

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

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

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

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

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

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

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

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

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

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

11 ROLL CALL:

12 Ayes: Buster, Stone, Benoit, and Ashley
13 Nays: None
14 Absent: Tavaglione

15 The foregoing is certified to be a true copy of a resolution duly
16 adopted by said Board of Supervisors on the date therein set forth.

17 KECIA HARPER-IHEM, Clerk of said Board

18 By: _____
19 Deputy

CE:jg
112210
13.756
FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* ANITA C. WILLIS
DATE: 1/22/10

Exhibit A



Selected parcel(s):
565-062-019

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Mon Nov 08 14:39:11 2010

Version 101026

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

Notice is hereby given pursuant to Section 25350 of the California Government Code that the Board of Supervisors of the County of Riverside intends to purchase real property interests in that certain land identified as Assessor's Parcel Number 565-062-019, and it will consider County Resolution 2010-309 and an Agreement of Purchase and Sale on December 7th, 2010, or as soon thereafter as the agenda of the Board permits, at the Riverside County Administrative Center, 4080 Lemon St., 1st Floor, Riverside, California to consider the following:

PROJECT DESCRIPTIONS AND LOCATION

It is proposed that the Board of Supervisors approve Resolution 2010-309 and the Purchase and Sale Agreement by and between Joseph Cornet, and the County of Riverside. The proposed agreement specifies that real property consisting of approximately a commercial building situated on .51 acres of land identified as Assessor's Parcel Number 565-062-019, located at 54401 Village Center Drive in the community of Idyllwild, in the County of Riverside, will be purchased for \$450,000.

At any time, not later than the hour set forth above, any person may submit written comments regarding this proposed action to the Clerk of the Board of Supervisors at the address above. At the hour set forth above, the Board of Supervisors shall proceed to hear and pass upon all written and oral testimony relating to the proposed action. Interested persons may obtain a copy of the proposed agreement at the Riverside County Economic Development Agency, 3403 10th Street, Suite 500, Riverside, CA 92501, or by calling James Force at (951) 955-4822.

DOC # 2010-0626610

12/30/2010 01:16P Fee:NC

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

L.T.C.

AND WHEN RECORDED MAIL TO:

Economic Development
Agency, Real Estate
Division
3403 Tenth Street #500
Riverside, CA 92501

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHGCC						T:	CTY	UNI	025

APN: 565-062-019

TRA: 071-093

DTT = \emptyset No Consideration

SPACE ABOVE FOR RECORDER'S USE ONLY

\emptyset

Grant Deed

Title of Document



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDED BY L.T.C.

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, #500
Riverside, CA 92501

FREE RECORDING

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

13.693/100510/163FM/CEra

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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PROJECT: Idyllwild Library Relocation
APN: 565-062-019
(54401 Village Center Drive, Idyllwild)

GRANT DEED

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

JOSEPH R. CORNET, a married man sole and separate property

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the
real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

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

Dated: 10/17/10

GRANTOR:

Joseph R. Cornet

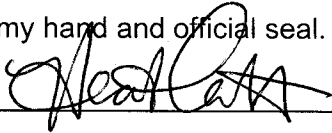
By: 

State of California)
County of Los Angeles)

On October 7, 2010, before me, Heather Castle,
a Notary Public in and for said County and State, personally appeared Joseph R. Cornet, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity and that by his/her/their signature on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



[SEAL]

CERTIFICATE OF ACCEPTANCE

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

Date 12-20-10

GRANTEE:

By: 

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

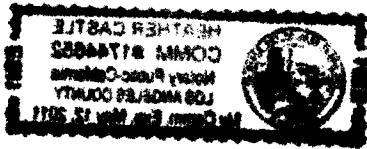


EXHIBIT "A"

LEGAL DESCRIPTION

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

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

End of Legal Description

GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Heather Castle

DATE COMMISSION EXPIRES: May 12, 2011

COUNTY WHERE BOND IS FILED: Los Angeles

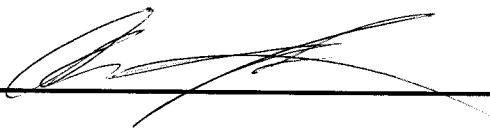
COMMISSION NO.: 1744652

VENDOR NO.: ESI1

PLACE OF EXECUTION: Newport Beach, CA

DATE: 12/29/10

Lawyers Title, California





Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

January 5, 2011

County of Riverside
3403 Tenth Street, #500
Riverside, California 92501
Attn: Sue Anna

YOUR REF: **Cornet Purchase**
OUR NO.: **12062902**
Property: **54401 Village Center Drive, Idyllwild, CA**

Dear Customer:

On behalf of **Lawyers Title Company**, please find your CLTA Standard Owners Policy of Title Insurance.

NOTE: Your policy is a computer generated product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting **Lawyers Title Company** for your transactional management needs.

Enclosure

This policy has been issued through the offices of



Lawyers Title Company
4100 Newport Place Drive
Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3170

We wish to take this opportunity to thank you for allowing us to assist you in your recent real estate transaction. We appreciate your confidence in us and take pride in our ability to service all your title needs.

The enclosed title policy was carefully prepared in accordance with your agent's instruction and should be kept in a safe place with your other important documents as it continues to protect you as long as you have an interest in the subject real property.

We hope we can be of assistance to you in all your future real estate transactions.

Cordially,

A handwritten signature in cursive script, appearing to read 'James M. John', written over a horizontal line.

James M. John

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

STANDARD COVERAGE POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, Commonwealth Land Title Insurance Company, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of right of access to and from the land; and in addition, as to an insured lender only
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**Lawyers Title, A Division of Commonwealth
Land Title Insurance Company**

Commonwealth Land Title Insurance Company

By:

Natalie Bombardieri

Countersigned



By:

Gregory M. ...

President

ATTEST

[Signature]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees are expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulations (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes:
- (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);
- (ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;
- (iii) the parties designated in Section 2(a) of these Conditions and Stipulations.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "insured lender": the owner of an insured mortgage.
- (d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.
- (e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (f) "land": the land described or referred to in Schedule A and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

- (a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.
- (b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.
- (c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:
- (i) The amount of insurance stated in Schedule A;
- (ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or
- (iii) The amount paid by a governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the

fees of any other counsel. The company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured Lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

Conditions and Stipulations Continued

CONDITIONS AND STIPULATIONS - CONTINUED

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Commonwealth Land Title Insurance Company, P.O. Box 45023, Jacksonville, Florida 32232-5023 Attn: Claim's Dept

POLICY OF TITLE INSURANCE
Issued by
Commonwealth Land Title Insurance Company
SCHEDULE A

Policy/File No.: **12062902**

Amount of Insurance: **\$450,000.00**

Premium: **\$1,560.00**

Endorsement Fees: \$0.00

Date of Policy: **December 30, 2010 at 8:00 A.M.**

1. Name of Insured:
COUNTY OF RIVERSIDE, a political subdivision of the State of California
2. The estate or interest in the land described herein and which is covered by this policy is:
A FEE
3. The estate or interest referred to herein is at the Date of Policy vested in:
COUNTY OF RIVERSIDE, a political subdivision of the State of California
4. The land referred to in this policy is situated in the County of Riverside, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

EXHIBIT "A"

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

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

Assessor's Parcel Number: **565-062-019**

SCHEDULE B
EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

END OF SCHEDULE B - PART I

**SCHEDULE B
PART II**

1. Water rights, claims or title to water, whether or not shown by the public records.
2. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Mary B. Nelson, an unmarried woman
Purpose: Sewer
Recorded: December 17, 1968, as Instrument No. 122983, Official Records
Affects: As designated and delineated on said Parcel Map.
3. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among the things provide:
Tract/Parcel Map: Parcel Map No. 6501
Provisions: The fact that all flood plains and watercourses as shown on Map of Record must be kept free of all buildings, obstructions and encroachments by land fills.

Reference is made to said map for full particulars.

4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: General Telephone Company of California
Purpose: Underground conduits
Recorded: March 6, 1980, as Instrument No. 43942, Official Records
Affects: said land more particularly described therein.
5. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
6. Any rights, interests or claims of the parties in possession of said land, including but not limited to those based on an unrecorded agreement, contract or lease.

This Company will require that a full copy of any unrecorded agreement, contract or lease be submitted to us, together with all supplements, assignments and amendments, before any policy of title insurance will be issued.

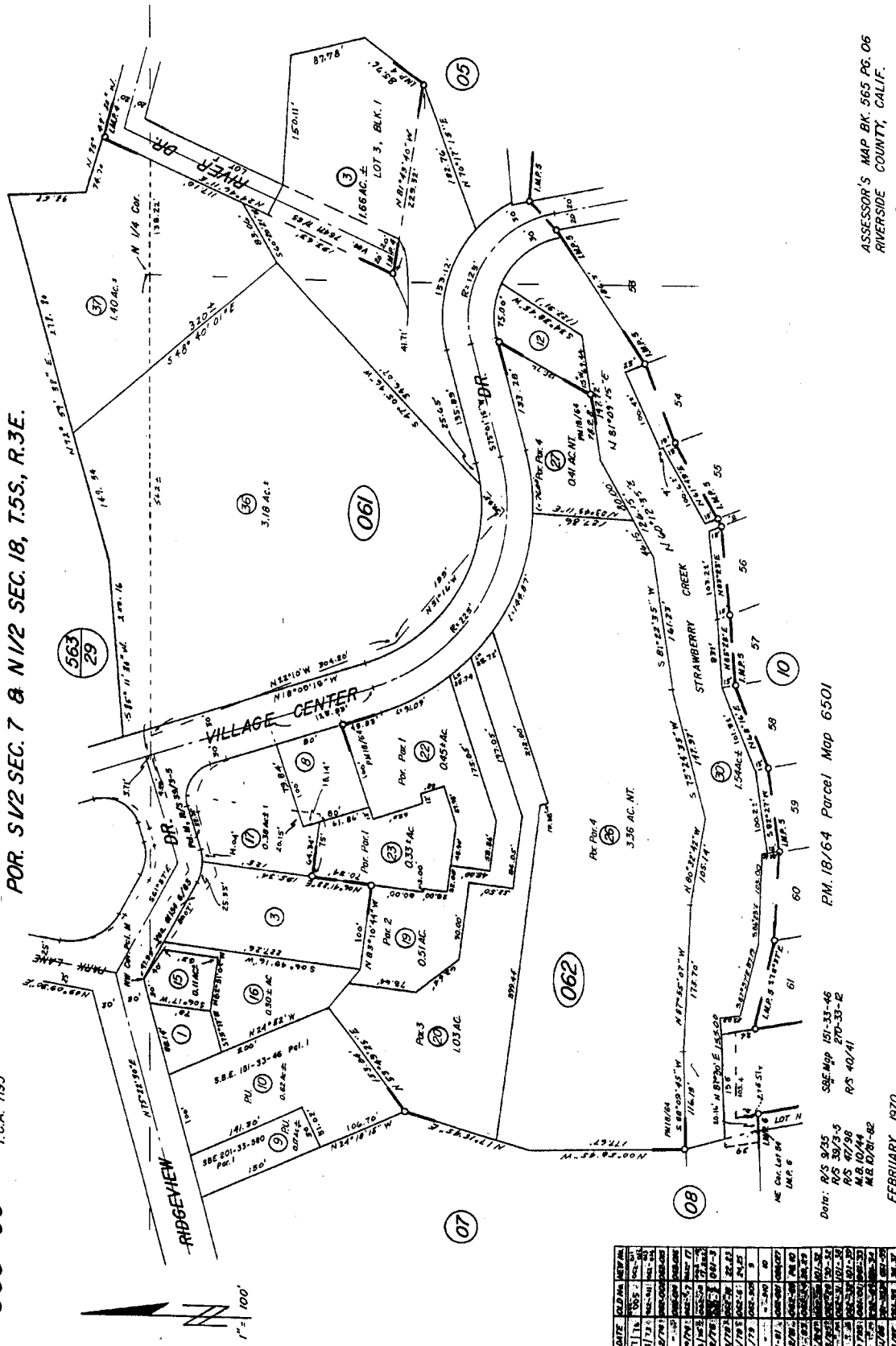
7. Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

END OF SCHEDULE B - PART II

565-06

T.C.A. 7193

POR. S1/2 SEC. 7 & N1/2 SEC. 18, T.5S, R.3E.



ASSESSOR'S MAP BK 565 PG. 06
RIVERSIDE COUNTY, CALIF.

PM. 18/64 Parcel Map 6501

Date: R/S 9/05
R/S 39/73-5
R/S 47/98
A.B. 10/44
A.B. 10/81-82

FEBRUARY 1970

DATE	OLD MAP	NEW MAP
3/17/04	565-06	565-06
11/13/04	565-06	565-06
12/15/04	565-06	565-06
1/15/05	565-06	565-06
2/15/05	565-06	565-06
3/15/05	565-06	565-06
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3/15/16	565-06	565-06
4/15/16	565-06	565-06
5/15/16	565-06	565-06
6/15/16	565-06	565-06
7/15/16	565-06	565-06
8/15/16	565-06	565-06
9/15/16	565-06	565-06
10/15/16	565-06	565-06
11/15/16	565-06	565-06
12/15/16	565-06	565-06
1/15/17	565-06	565-06
2/15/17	565-06	565-06
3/15/17	565-06	565-06
4/15/17	565-06	565-06
5/15/17	565-06	565-06
6/15/17	565-06	565-06
7/15/17	565-06	565-06
8/15/17	565-06	565-06
9/15/17	565-06	565-06
10/15/17	565-06	565-06
11/15/17	565-06	565-06
12/15/17	565-06	565-06
1/15/18	565-06	565-06
2/15/18	565-06	565-06
3/15/18	565-06	565-06
4/15/18	565-06	565-06
5/15/18	565-06	565-06
6/15/18	565-06	565-06
7/15/18	565-06	565-06
8/15/18	565-06	565-06
9/15/18	565-06	565-06
10/15/18	565-06	565-06
11/15/18	565-06	565-06
12/15/18	565-06	565-06
1/15/19	565-06	565-06
2/15/19	565-06	565-06
3/15/19	565-06	565-06
4/15/19	565-06	565-06
5/15/19	565-06	565-06
6/15/19	565-06	565-06
7/15/19	565-06	565-06
8/15/19	565-06	565-06
9/15/19	565-06	565-06
10/15/19	565-06	565-06
11/15/19	565-06	565-06
12/15/19	565-06	565-06
1/15/20	565-06	565-06
2/15/20	565-06	565-06
3/15/20	565-06	565-06
4/15/20	565-06	565-06
5/15/20	565-06	565-06
6/15/20	565-06	565-06
7/15/20	565-06	565-06
8/15/20	565-06	565-06
9/15/20	565-06	565-06
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12/15/20	565-06	565-06

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

Joseph R. Cornet

AS SELLER

AND

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

AS BUYER

RELATING TO

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

DEC 07 2010 3.14

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this _____ day of _____, 2010, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer"), JOSEPH R. CORNET, ("Seller").

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 fully executed by Buyer as listed on the signature page of this Agreement;

(b) **"Property"**: The seller is the owner of the certain real property located in the City of Idyllwild, California, and further described in Exhibit "A" attached hereto and made part hereof. The real property consisting of an existing retail building of approximately 5,000 square feet, and situated on approximately .51 acres. The facility is located at 54401 Village Center Drive, Idyllwild, California, and is better described as Assessor's Parcel Number 565-062-019.

(c) **"Purchase Price"**: The Purchase Price for Four Hundred and Fifty Thousand Dollars (\$450,000.00);

(d) **"Escrow Holder"**: Lawyers Title at the address set forth in subparagraph (h) below. The escrow number is _____, and has been assigned to _____, as the Escrow Officer;

(e) **"Title Company"**: Lawyers Title at the address set forth in subparagraph (h) below. The title order number is 12062902-10, and Chris Maziar 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 (as defined in Paragraph 5.1) is recorded in the Official Records of the County of Riverside;

(g) **"Closing Date"**: The Closing Date shall be on or before December 31, 2010 unless otherwise agreed to by both parties;

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

8 "Notices" will be sent as follows:

9 Seller: Joseph R. Cornet
10 2210 Cielo Place
11 Arcadia, California 91006
12 Telephone: 626.688.4343
13 Email: jr@cornetproperties.com

14 With copies to:

15 Buyer: County of Riverside/Real Estate Division
16 3403 Tenth Street, #500
17 Riverside, California 92501
18 Attn: Candice Etter
19 Telephone: 951.955.4214
20 Fax No.: 951.955.4837
21 Email: cetter@rivcoeda.org

22 Escrow Holder: Lawyers Title
23 4100 Newport Place Drive, Suite 120
24 Newport Beach, California 92660
25 Attn: _____, Escrow Officer
Telephone: _____.____._____
Fax No.: _____.____._____
Email:

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

(i) **Exhibits:**
Exhibit "A" - Legal Description
Exhibit "B" - Grant Deed

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

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

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

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

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

25 5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to
be delivered to Escrow Holder the following items:

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

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

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

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

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

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- (a) The Purchase Price in accordance with Paragraph 3 above;
- (b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 16.3 below; and,
- (c) 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.

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.

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

- (a) A lien for local real property taxes and assessments not delinquent;
- (b) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement; and
- (c) Matters affecting the condition of title to the Property created by or with the written consent of 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 will obtain a report of title for the Properties prepared by the Title Company (Preliminary Title Report) and referenced as Order Number 12062902-10, together with copies of the exception to title described in the Preliminary Report. Buyer shall have thirty (30) days to review and/or disapprove the report and/or the report exceptions. In the event that Buyer objects to exceptions (collectively, the "Objectionable Exceptions"), as shown in the Preliminary Report, Seller will have thirty (30) days after receipt of Buyer's objectionable exceptions to advise Buyer that:

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

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

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

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

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

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

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

(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.

(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 and the removal or waiver of the items
described in Paragraph 7.1.

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
funds in accordance with this Agreement;

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

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

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

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

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

16 **11. Due Diligence by Buyer.**

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

19 (a) The physical condition of the Property, with respect to hazardous
20 and toxic materials, if any, and in compliance with all applicable laws, including any laws
21 relating to hazardous and toxic materials;

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

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

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

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

3 14. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to
4 issue to Buyer a CLTA standard coverage owner's policy, in an amount equal to the Purchase
5 Price showing fee title to the Property vested in Buyer, subject only to the Permitted
6 Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of
7 title insurance. Buyer's election to obtain any endorsements or an ALTA Extended Policy of
Title, the additional premium and costs of the policy survey for the ALTA Extended Policy of
8 title and the cost of any endorsements will be ay Buyers sole cost and expense; however,
Buyers election to obtain an ALTA extended policy of title will not delay the Closing and
Buyer's inability to obtain an ALTA Extended Policy of Title or any such endorsements will not
be deemed to be a failure of any condition to Closing.

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

10 15.1 Seller shall pay or be charged:

11 Seller's share of proration's.

12 15.2 Buyer shall pay or be charged:

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

17 16. **Prorations.**

18 16.1 Tax Exempt Agency. All parties hereto acknowledge that the buyer is a
19 public entity and exempt from payment of any real property taxes. There will be no proration
20 of taxes through escrow. Seller will be responsible for payment of any real property taxes due
21 prior to the Close of Escrow. In the event any real property taxes are due and unpaid at the
Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from
proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will
not accept partial payment of an installment of the real property taxes due at the Close of
Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the
County Tax Collector/Assessor for the property tax exemption. Any prorated refund that will be
due the Seller will be refunded to the Seller by the County Tax Collector/Assessor outside of
Escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

18.3 The individuals executing this Agreement and the instruments
referenced herein on behalf of each party and the partners, officers or trustees of each party, if

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

3 18.4 This Agreement and all other documents required to close this
4 transaction are and will be valid, legally binding obligations of and enforceable against each
5 party in accordance with their terms, subject only to applicable bankruptcy, insolvency,
6 reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the
7 rights of contracting parties generally.

8 18.5 At Closing, Seller shall convey the Property to Buyer with clear and
9 marketable title, free and clear of any and all liens, encumbrances, easements, restrictions,
10 rights and conditions of any kind whatsoever, except those which are approved by Buyer in
11 accordance with Section 7 above.

12 **19. Indemnification.**

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

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

25 **20. Hazardous Substances.**

26 20.1 Definitions. For the purpose of this Agreement, the following terms have
27 the following meanings:

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

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

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

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

3 (a) No Hazardous Substances exist now or have been used or
4 stored on or within any portion of the Property except those substances which are or have
5 been used or stored on the Property by Seller in the normal course of use and operation of the
6 Property and in compliance with all applicable Environmental Laws;

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

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

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

15 20.3 Notices Regarding Hazardous Substances. During the term of this
16 Agreement, Seller will promptly notify Buyer if it obtains actual knowledge that Seller or the
17 Property may be subject to any threatened or pending investigation by any governmental
18 agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

19 20.4 Environmental Audit. Buyer has ordered at its sole cost and expense, to
20 perform an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period
21 and may quit this transaction if Buyer identifies problems in its sole and subjective judgment
22 that would preclude continuing with this transaction, the following:

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

 (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.

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1 21. **Miscellaneous .**

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

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

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

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

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

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

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

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

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

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

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

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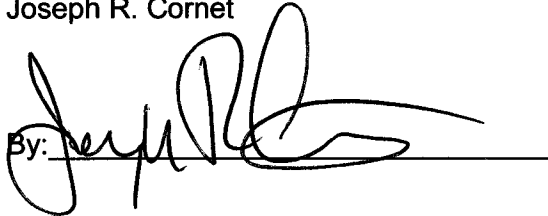
THIS AGREEMENT WILL BE NULL AND VOID IF NOT EXECUTED BY BUYER and approved by the Board of Supervisors of the County of Riverside.

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

Date: _____

"SELLER"

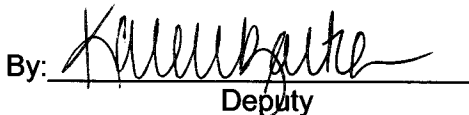
Joseph R. Cornet

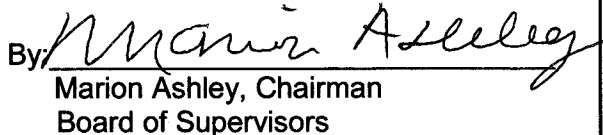
By: 

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

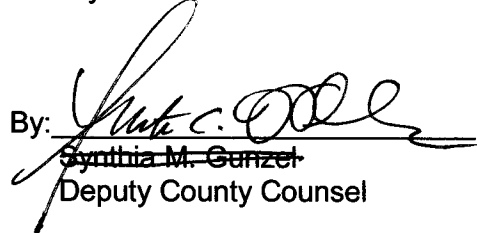
"BUYER"

County of Riverside

By: 
Deputy

By: 
Marion Ashley, Chairman
Board of Supervisors

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
~~Cynthia M. Gunzel~~
Deputy County Counsel

CE:ra
083110
13.645

EXHIBIT "A"

LEGAL DESCRIPTION

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

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

End of Legal Description

EXHIBIT "B"

Recorded at request of and return to:
Economic Development Agency
Real Estate Division
3403 Tenth Street, #500
Riverside, CA 92501

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

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

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

GRANT DEED

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

JOSEPH R. CORNET, a single man

GRANTS to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

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

Dated: _____

GRANTOR:

Joseph R. Cornet

By: _____

State of California)
County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____

[SEAL]

CERTIFICATE OF ACCEPTANCE

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

Date _____

GRANTEE:

By: _____

Robert Field,
Assistant County Executive Officer/EDA

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



FROM: Supervisor Jeff Stone

SUBMITTAL DATE:
October 21, 2010

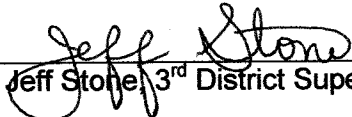
SUBJECT: Resolution No. 2010-309, Notice of Intention to Purchase Real Property in the Unincorporated Area of Idyllwild, County of Riverside, California

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2010-309, Notice of Intention to Purchase Real Property located in the Unincorporated Area of Idyllwild, California, further described as County of Riverside Assessor's Parcel Number 565-062-019;
2. Authorize the Economic Development Agency to negotiate the purchase of the subject property, Assessor's Parcel Number 565-062-019, at a price not-to-exceed \$450,000.00;
3. Authorize the Economic Development Agency to incur typical due diligence and transaction costs not-to-exceed \$34,950; and
4. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6063.

"Guided by Government Code Section 7267: "In order to encourage and expedite the acquisition and relieve congestion in the courts, to assume consistent treatment for owners in the public programs, and to promote public land acquisition practices, public entities shall, to the greatest extent practicable be guided by the provision of Section 7267.1: 'The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation'".

BACKGROUND: (Commences on Page 2)

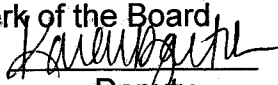


Jeff Stone, 3rd District Supervisor

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended, and is set for Tuesday, December 7, 2010, at 9:00 a.m.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 2, 2010
xc: Supvr. Stone, EDA, Auditor, COB

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: 16.4 of 05/04/10; 3.41 of 8/31/10

District: 3

Agenda Number:

3.63

BACKGROUND:

The County of Riverside, Economic Development Agency is looking to purchase real property located at 54401 Village Center Drive, Idyllwild, to better serve the community and their growing needs for library services. The new facility would double the size of the existing library, taking the square footage up to 5,000 square feet. With the additional space, Library services would be able to better accommodate the increasing demands of the community by facilitating a Community Center, Computer Room, and increase the space for learning tools to better serve the community. The new Facility would be centrally located in the heart of downtown Idyllwild, in the Strawberry Creek Plaza, surrounded by the town's supermarket, post office, bank, and numerous restaurants and coffee shops. By being strategically located in the center of town, the library would be able to attract more community members and the daily tourist traffic that visits the mountain community. With the limited amount of space and remote location of the current library, the community is limited to the services that the County Library is able to offer to their unique community.

The Strawberry Creek Plaza is shared with a variety of different tenants that bring diversity to the shopping center as well as a shared parking agreement that allows for all customers to park in the shared lot. Although there is no assigned parking, the library will be responsible for 22% of the maintenance cost to service the parking lot as a whole.

FINANCIAL DATA:

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

Purchase Price	\$ 450,000
Estimated Title and Escrow Charges	\$ 3,500
Preliminary Title Report:	\$ 450
Environmental	\$ 5,500
Appraisal	\$ 5,500
Acquisition Administration	\$ 20,000
Total Estimated Acquisition Costs:	\$ 484,950

Any necessary budget adjustments will be brought forward under separate cover seeking authorization to purchase the real property.

All costs associated with this property acquisition are fully funded through the Community Development Block Grant for FY 2010/11. Thus, no additional net county costs will be incurred as a result of this transaction.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

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Resolution No. 2010-309
Notice of intention to Purchase Real Property
in the Unincorporated Area of Idyllwild, County of Riverside, California
Assessor's Parcel Number: 565-062-019

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on November 2, 2010 and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after December 7, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California intends to authorize a transaction in which the County of Riverside will purchase real property in the Unincorporated Area of Idyllwild, County of Riverside, State of California, identified as Assessor's Parcel Number 565-062-019, more particularly described in Exhibit "A," attached hereto and made a part hereof, from Joseph Cornet, consisting of .51 acres, for a price not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000).


BE IT FURTHER RESOLVED AND DETERMINED that Economic Development Agency is to expend an amount not-to-exceed Thirty-four Thousand Nine Hundred and Fifty Dollars (\$34,950) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

ROLL CALL:

Ayes: Buster, Stone, Benoit, and Ashley
Nays: None
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HAPPER-JEM, Clerk of said Board
By:  Deputy

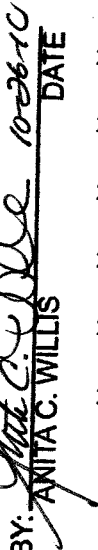
FORM APPROVED-COUNTY COUNSEL
BY:  ANITA C. WILLIS DATE 10-26-10

Exhibit "A"



Selected parcel(s):
565-062-019

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Thu Oct 21 09:06:26 2010

Version 100826

REMITTANCE ADDRESS
 POST OFFICE BOX 12009
 RIVERSIDE, CA 92502-2209
 FAX (951) 368-9026

BILLING PERIOD: 11/30/10 - 11/30/10
 ADVERTISING/CLIENT NAME: BOARD OF SUPERVISORS
 BILLING DATE: 11/30/10
 FOR BILLING INFORMATION CALL: (951) 368-9713
 TOTAL AMOUNT DUE: 780.70
 UNAPPLIED AMOUNT: 0
 TERMS OF PAYMENT: Due Upon Receipt
 PAGE NO: 1

BILLED ACCOUNT NAME AND ADDRESS
 BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE
 P.O. BOX 1147
 RIVERSIDE CA 92502

BILLED ACCOUNT NUMBER: 045202
 REP NO: LE04

Statement #: 56571822 Amount Paid \$ _____ Your Check # _____


PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SAU SIZE BILLED UNITS	RATE	GROSS AMOUNT	NET AMOUNT
11/16	4247512 CO	RESOLUTION NO. 2010-309 Class : 10 Ctext Ad# 10465525 Placed By : Cecilia Gil	211 L	1.30		274.30
11/23	4247512 CO	RESOLUTION NO. 2010-309 Class : 10 Ctext Ad# 10465525 Placed By : Cecilia Gil	211 L	1.20		253.20
11/30	4247512 CO	RESOLUTION NO. 2010-309 Class : 10 Ctext Ad# 10465525 Placed By : Cecilia Gil	211 L	1.20		253.20

*3rd District
 3.63 of 11/2/10
 lhw*

RECEIVED RIVERSIDE COUNTY
 CLERK/BOARD OF SUPERVISORS
 2010 DEC - 6 PM 2:55

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	PLEASE PAY THIS AMOUNT
					780.70

THE PRESS-ENTERPRISE 
 P.O. BOX 12009
 RIVERSIDE, CA 92502-2209
 TELEPHONE (951) 368-9711
 (951) 368-9720 (951) 368-9713

ADVERTISING STATEMENT/INVOICE

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



STATEMENT NUMBER	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
56571822	11/30/10 - 11/30/10	045202		BOARD OF SUPERVISORS

THE PRESS-ENTERPRISE

Hemet News

3450 Fourteenth Street
Riverside CA 92501-3878
951-763-3411
951-763-3410 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P.)

Publication(s): Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: Resolution No. 2010-309

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE HEMET NEWS, a newspaper of general circulation, printed and published weekly in the city of Hemet, County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of October 10, 1927, Case Number 17137; 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:

11-16-10
11-23-10
11-30-10

I Certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: Nov. 30, 2010
At: Riverside, California

BOARD OF SUPERVISORS
P.O. BOX 1147
COUNTY OF RIVERSIDE
RIVERSIDE CA 92502

Ad #: 10465525

PO #:

Agency #: _____

Ad Copy:

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

Resolution No. 2010-309
Notice of Intention to Purchase Real Property
in the Unincorporated Area of Idyllwild,
County of Riverside, California
Assessor's Parcel Number: 565-062-019

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on November 2, 2010 and NOTICE IS HEREBY GIVEN, pursuant to Section 25350 of the Government Code, that this Board at its public meeting on or after December 7, at 9:00 a.m. in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California intends to authorize a transaction in which the County of Riverside will purchase real property in the Unincorporated Area of Idyllwild, County of Riverside, State of California, identified as Assessor's Parcel Number 565-062-019, more particularly described in Exhibit "A," attached hereto and made a part hereof, from Joseph Cornet, consisting of .51 acres, for a price not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000).

BE IT FURTHER RESOLVED AND DETERMINED that Economic Development Agency is to expend an amount not to exceed Thirty-four Thousand Nine Hundred and Fifty Dollars (\$34,950) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.



Resolution No. 2010-309
Notice of Intention to Purchase Real Property
in the Unincorporated Area of Idyllwild,
County of Riverside, California
Assessor's Parcel Number: 565-062-019

ROLL CALL:

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on November 2, 2010.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: November 10, 2010

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

11/16, 23, 30



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

November 10, 2010

THE PRESS ENTERPRISE
ATTN: LEGALS
P.O. BOX 792
RIVERSIDE, CA 92501

FAX (951) 368-9018
E-MAIL: legals@pe.com

RE: NOTICE OF PUBLIC HEARING: RESOLUTION NO. 2010-309

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **THREE (3) TUESDAYS: November 16, 23 and 30, 2010.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Mcgil

Cecilia Gil, Board Assistant to
KECIA HARPER-IHEM, CLERK OF THE BOARD

3.63 of 11-02-10

12-7-10 3.14

Gil, Cecilia

From: PE Legals [legals@pe.com]
Sent: Wednesday, November 10, 2010 8:07 AM
To: Gil, Cecilia
Subject: RE: FOR PUBLICATION: RES. NO. 2010-309

Received for publication on Nov. 16, 23 & 30

Thank You!
Maria

Maria G. Tinajero · Legal Advertising Department · 1-800-880-0345 · Fax: 951-368-9018

enterprisemedia

Publisher of the Press-Enterprise

Please Note: Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

****Additional days required for larger ad sizes****

From: Gil, Cecilia [mailto:CCGIL@rcbos.org]
Sent: Wednesday, November 10, 2010 7:19 AM
To: PE Legals
Subject: FOR PUBLICATION: RES. NO. 2010-309

Good Morning!

Attached is a Notice of Public Hearing, for publication on 3 Tuesdays: Nov. 16, 23 and 30, 2010. Please confirm. THANK YOU!

Cecilia Gil

Board Assistant to the
Clerk of the Board of Supervisors
951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.
PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

Resolution No. 2010-309

Notice of intention to Purchase Real Property
in the Unincorporated Area of Idyllwild, County of Riverside, California
Assessor's Parcel Number: 565-062-019

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BE IT FURTHER RESOLVED AND DETERMINED that Economic Development Agency is to expend an amount not-to-exceed Thirty-four Thousand Nine Hundred and Fifty Dollars (\$34,950) to complete due diligence on the property, consisting of a preliminary title report, appraisal costs, a hazardous materials survey, Economic Development Agency staff time and miscellaneous other studies as may be deemed necessary.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6063 of the Government Code.

(INSERT EXHIBIT A)

ROLL CALL:

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on November 2, 2010.

KECIA HARPER-IHEM, Clerk of said Board
By: Cecilia Gil, Board Assistant

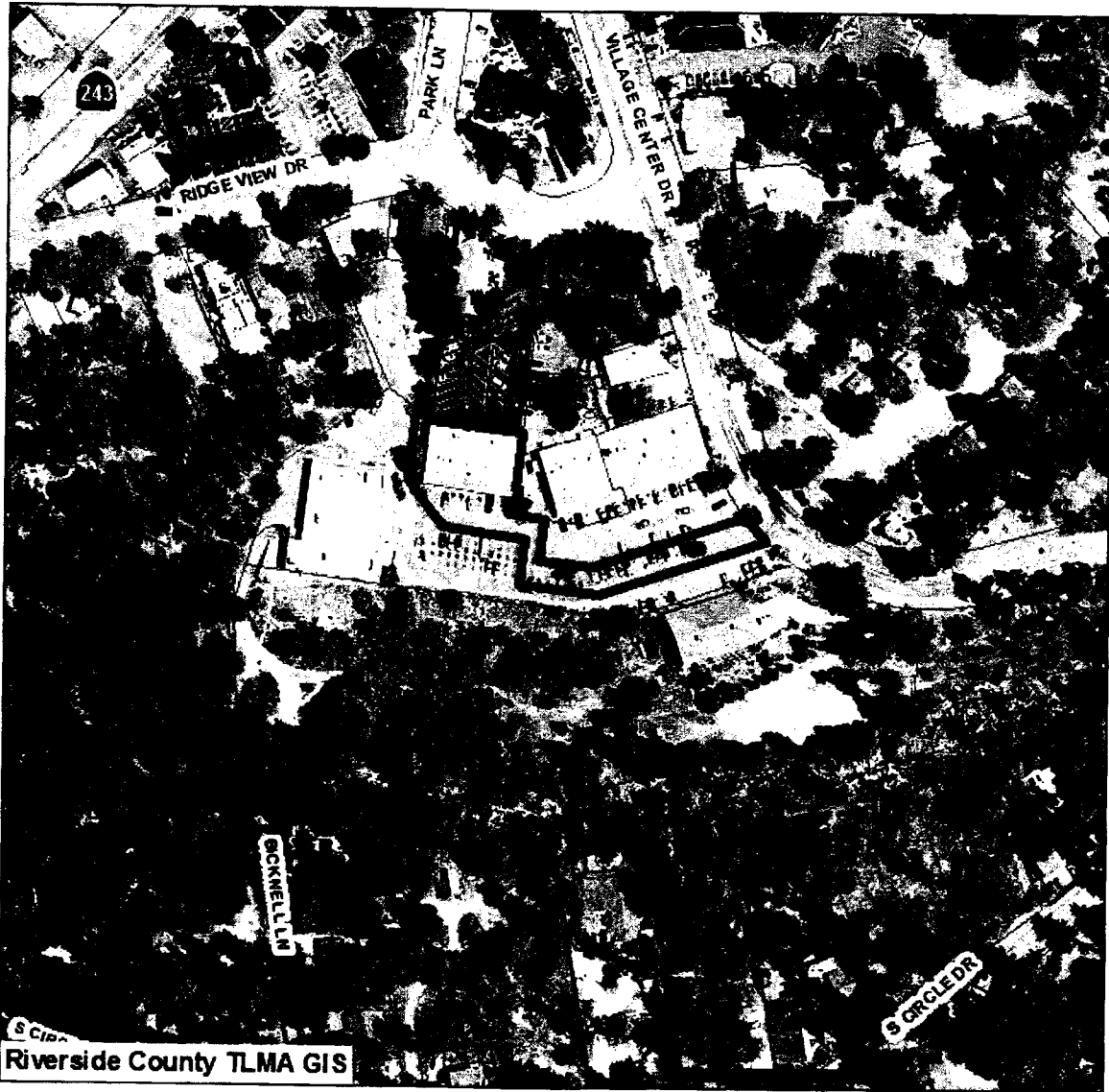
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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147

Dated: November 10, 2010

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

Exhibit "A"



Selected parcel(s):
565-062-019

IMPORTANT

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REPORT PRINTED ON...Thu Oct 21 09:06:26 2010

Version 100826