

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



856

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
November 23, 2010

**SUBJECT:** Resolution No. 2010-319, Authorization to Convey a Fee Simple Interest and Exchange Easement Interests in Real Property; Resolution No. 2010-321, Authorization to Lease Real Property - 4<sup>th</sup> Supervisorial District

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

1. Adopt Resolution No. 2010-319, Authorization to Convey a Fee Simple Interest to and Exchange Easement Interests in Real Property, located in the City of Indio, County of Riverside, described as an approximate 4.6 acre portion of Assessor's Parcel Number 614-150-031 by Grant Deed and Easement Deeds, with the State of California, Judicial Council of California, Administrative Office of the Courts at a purchase price of \$2,840,000 plus miscellaneous real property transactional costs in the approximate amount of \$122,200;

(Continued)

*Lisa Brandl for*

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 122,200	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

**SOURCE OF FUNDS:** State of California, Judicial Council of California, Administrative Office of the Courts

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☒

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

**APPROVE**

BY:

Dean Deines

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 14, 2010  
xc: EDA, Auditor(2), E.O.

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

**Prev. Agn. Ref.:**

**District:** 4

**Agenda**

**3.30**

FISCAL PROVIDED, RES. APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER

FORM APPROVED COUNTY OF RIVERSIDE  
BY: [Signature] DATE: 11/23/10

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

**RECOMMENDED MOTION:** (Continued)

2. Approve the attached property acquisition agreement between the County of Riverside and State of California, Judicial Council of California, Administrative Office of the Courts (State) for the purchase and sale of and exchange of real property interests located in the City of Indio, County of Riverside;
3. Authorize the Chairman of the Board of Supervisors to execute the agreement and the conveyance documents to complete the conveyances of real property and this transaction;
4. Authorize and direct the Chairman of the Board of Supervisors to certify acceptance of any documents successively in favor of the County, as part of this transaction;
5. Adopt Resolution No. 2010-321, Authorization to Lease Real Property to the State an approximate two acre portion of Assessor's Parcel Number 614-150-031, located in Indio, County of Riverside;
6. Approve the attached lease agreement and authorize the Chairman of the Board to execute the same on behalf of the County;
7. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute any other documents to complete this transaction; and
8. Authorize the Auditor-Controller to amend the Economic Development Agency's Real Property budget as specified on "Schedule A".

**BACKGROUND:**

Pursuant to Government Code Section 25365, the County of Riverside may transfer and exchange interests in real property, or any interest therein, belonging to the county to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. The county intends to convey a Fee Simple Interest in Real Property located in the City of Indio, County of Riverside, described as an approximate 4.6 acre portion of Assessor's Parcel Number 612-150-031 by Grant Deed, more particularly legally described in Exhibit "A" and "B", attached hereto, to the State of California, Judicial Council of California, Administrative Office of the Courts and exchange Easement Interests by Easement Deeds with the State to serve the access needs of each respective party.

The County of Riverside and the State of California, acting by and through the Judicial Counsel of California, Administrative Office of the Courts, have been working cooperatively to pursue the needs of the State and to provide for a new Juvenile Court facility to serve the Coachella Valley. The current courthouse located at 47671 Oasis Street, Indio, sits adjacent to the existing County Juvenile Detention Facility and lacks in both space and parking to meet the major growth in caseloads and population within this region. The State of California is seeking to acquire the County's partial interest in the current courthouse and an additional 2.5 acres of contiguous land owned by the county to construct a new Juvenile Court Facility.

(Continued)

Economic Development Agency

Resolution Number 2010-319, Authorization to Convey a Fee Simple Interest and Exchange Easement Interests in Real Property; Resolution No. 2010-321, Authorization to Lease Real Property – 4<sup>th</sup> Supervisorial District

November 23, 2010

Page 3

**BACKGROUND: (Continued)**

As the new Court facility will serve the needs of juvenile offenders, both the county and the State desire to locate this new facility as closely adjacent to the existing Juvenile Detention Facility as possible. By maintaining the court facility in close proximity to the detention facility the project will continue to provide for the transport of juvenile defendants safely, efficiently, and with a cost savings to the taxpayers. The planning and construction of the new Juvenile Court Facility is wholly a State project and the same is responsible for State's compliance with California Environmental Quality Act (CEQA).

During the construction of the new Juvenile Court Facility, the State needs to utilize vacant, unimproved real property that is adjacent to the existing Court Facility property for use as a parking lot and construction staging area. The State will lease from County an approximate two acre portion of Assessor's Parcel Number 614-150-031, for the duration of the construction. The Lease Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of this proposed Lease does not create any reasonably foreseeable physical change in the environment; it is a temporary use of vacant, unimproved land where no permanent alterations will be made to the real property.

The sale of the facility will provide the county with \$2,840,000 of gross proceeds (minus reimbursed Real Property transactional and transfer costs) from the sale of this property.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary to convey Assessor's Parcel Number 614-150-031:

Estimated Title and Escrow Charges	\$ 8,000
Preliminary Title Report	\$ 900
Appraisal Report	\$ 19,500
Notice of Publication	\$ 1,500
Legal Services Fees	\$ 17,300
Surveying	\$ 35,000
EDA Real Property Costs	<u>\$ 40,000</u>
Total Estimated Conveyance Costs:	\$122,200

All costs associated with the conveyance of this property are fully funded through the proceeds of the conveyance to the State of California, Judicial Council of California, Administrative Office of the Courts. The Real Property Division will reimburse itself for all related transactional costs from the conveyance of this property. Thus no net county costs will be incurred as a result of this transaction.

**Attachments:**

- Schedule "A"
  - Exhibit "A"
  - Exhibit "B"
-

Economic Development Agency  
Resolution Number 2010-319, Authorization to Convey a Fee Simple Interest and Exchange  
Easement Interests in Real Property; Resolution No. 2010-321, Authorization to Lease Real  
Property – 4<sup>th</sup> Supervisorial District  
November 23, 2010  
Page 4

## Schedule A

### Increase Estimated Revenues:

47220-7200400000-777520	Reimbursement for Services	\$ 82,200
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### Increase Appropriations:

47220-7200400000-524550	Appraisal Services	\$ 19,500
47220-7200400000-524820	Engineering Services	\$ 35,000
47220-7200400000-525020	Legal Services	\$ 17,300
47220-7200400000-525400	Title Company Services	\$ 8,900
47220-7200400000-526420	Advertising	\$ <u>1,500</u>
		\$ 82,200



## **EXHIBIT "A"**

### **PARCEL "A":**

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the easterly line of said southwest quarter of the southeast quarter of Section 26, a distance of 357.32 feet, to the **Point of Beginning**;

Thence North 89 degrees 48 minutes 06 seconds West a distance of 58.45 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 64 degrees 51 minutes 56 seconds West a distance of 210.63 feet;

Thence South 25 degrees 11 minutes 40 seconds West a distance of 163.91 feet;

Thence South 64 degrees 48 minutes 20 seconds East a distance of 17.81 feet;

Thence South 23 degrees 41 minutes 41 seconds West a distance of 117.28 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 106.04 feet;

Thence North 25 degrees 09 minutes 01 seconds East a distance of 62.03 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 221.22 feet;

Thence South 00 degrees 50 minutes 40 seconds East a distance of 373.71 feet, to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence North 89 degrees 09 minutes 20 seconds East along said south line a distance of 613.06 feet, to the easterly line of said southwest quarter of the southeast quarter of Section 26;

Thence North 00 degrees 11 minutes 54 seconds East along said easterly line, a distance of 342.80 feet, to the Point of Beginning.

Said described parcel contains 4.64 gross acres and 4.18 net acres.

See Exhibit "B" attached hereto and by this reference made a part hereof.

David B. Ragland 6/7/10  
David B. Ragland, LS 5173



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: <u>Robert E. Robinson</u>
DATE: <u>06/07/10</u>

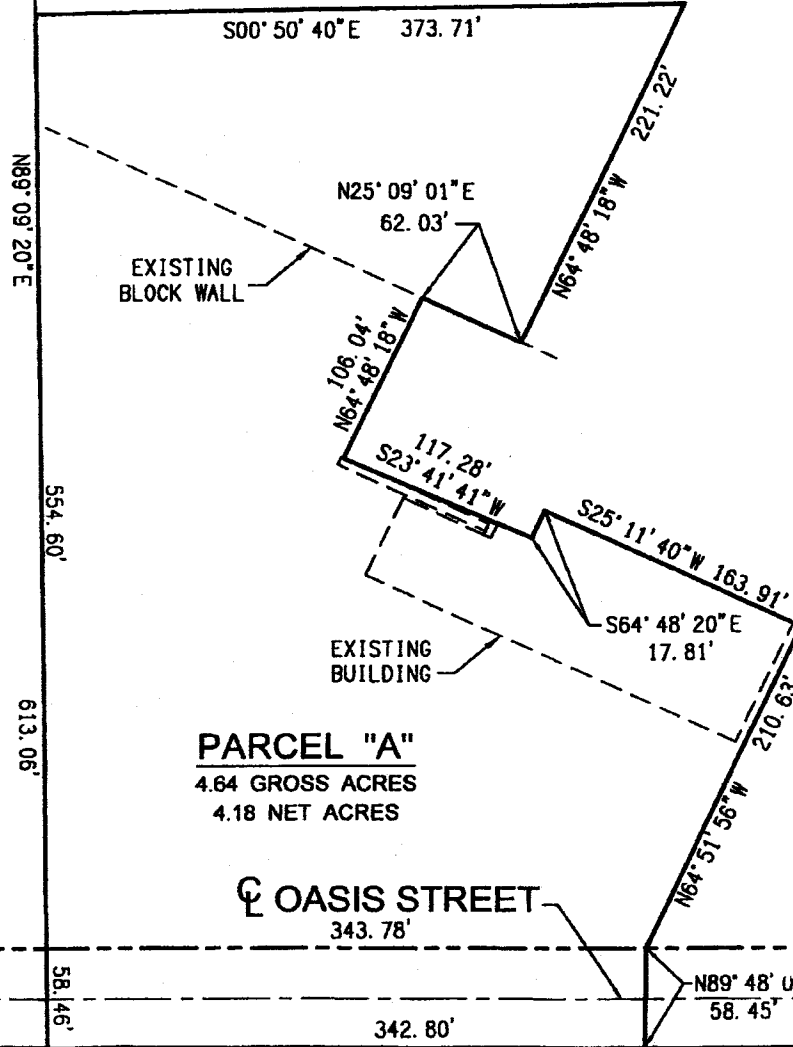
# EXHIBIT "B"

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *Robert E. Robinson*

DATE: *06/07/10*

THE SOUTH LINE OF THE NORTH  
700' OF THE S. W. 1/4 OF THE  
S. E. 1/4 OF SEC. 26, T. 5 S,  
R. 7 E., S. B. B. M.



**PARCEL "A"**  
4.64 GROSS ACRES  
4.18 NET ACRES

**OASIS STREET**  
343.78'

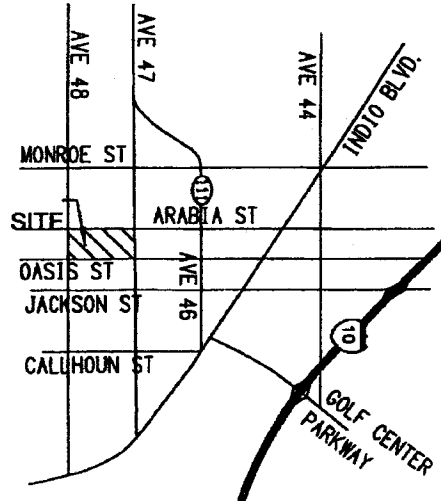
APPROX. 629'  
TO AVENUE 48

THE EAST LINE OF THE S. W.  
1/4 OF THE S. E. 1/4 OF SEC.  
26, T. 5 S, R. 7 E., S. B. B. M.

P. O. B.

R/W PER TRACT  
NO. 31473, MB  
404/41-52

P. O. C.  
N. E. CORNER OF THE  
S. W. 1/4 OF THE  
S. E. 1/4 OF SEC. 26



**VICINITY MAP**  
NOT TO SCALE

THE NORTH LINE OF THE S. W.  
1/4 OF THE S. E. 1/4 OF SEC.  
26, T. 5 S, R. 7 E., S. B. B. M.

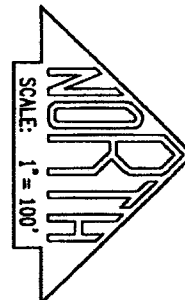


EXHIBIT "B"



1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2  
3 RESOLUTION NO. 2010-319  
4 AUTHORIZATION TO CONVEY A FEE SIMPLE INTEREST TO AND EXCHANGE  
5 EASEMENT INTERESTS IN REAL PROPERTY WITH  
6 THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS,  
IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
AN APPROXIMATE 4.6 ACRE PORTION OF ASSESSOR'S PARCEL NUMBER 614-150-031  
BY GRANT DEED AND EASEMENT DEEDS, RESPECTIVELY

7 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of  
8 the County of Riverside, California, in regular session assembled on December 14, 2010 at  
9 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the  
10 County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the  
11 conveyance to and exchange of real property interests with the State of California, Judicial  
12 Council of California, Administrative Office of the Courts (State), the following described real  
13 property: Certain real property located in the City of Indio, County of Riverside, State of  
14 California, identified by and as an approximate 4.6 acre portion of Assessor's Parcel Number(s)  
15 614-150-031, more particularly described in Exhibit "A" and "B", attached hereto and thereby  
16 made a part hereof, at a purchase price of Two Million Eight Hundred Forty Thousand Dollars  
17 (\$2,840,000) plus miscellaneous escrow, closing and due diligence costs in the approximate  
18 amount of One Hundred Twenty Two Thousand Two Hundred Dollars (\$122,200).

19 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board of  
20 Supervisors of the County of Riverside approves the Property Acquisition Agreement  
(Agreement) between the County of Riverside and the State.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman  
22 of the Board of Supervisors of the County of Riverside is authorized to execute the Agreement  
23 and conveyance documents to complete the conveyance of real property and this transaction.

24 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Assistant  
25 County Executive Officer/EDA or his designee, is authorized to execute any other documents

1  
2 to complete this transaction.

3 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
4 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

5 ROLL CALL:

6 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley

7 Nays: None

8 Absent: None

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

11 KECIA HARPER-IHEM, Clerk of said Board

12 By: \_\_\_\_\_  
13 Deputy

## **EXHIBIT "A"**

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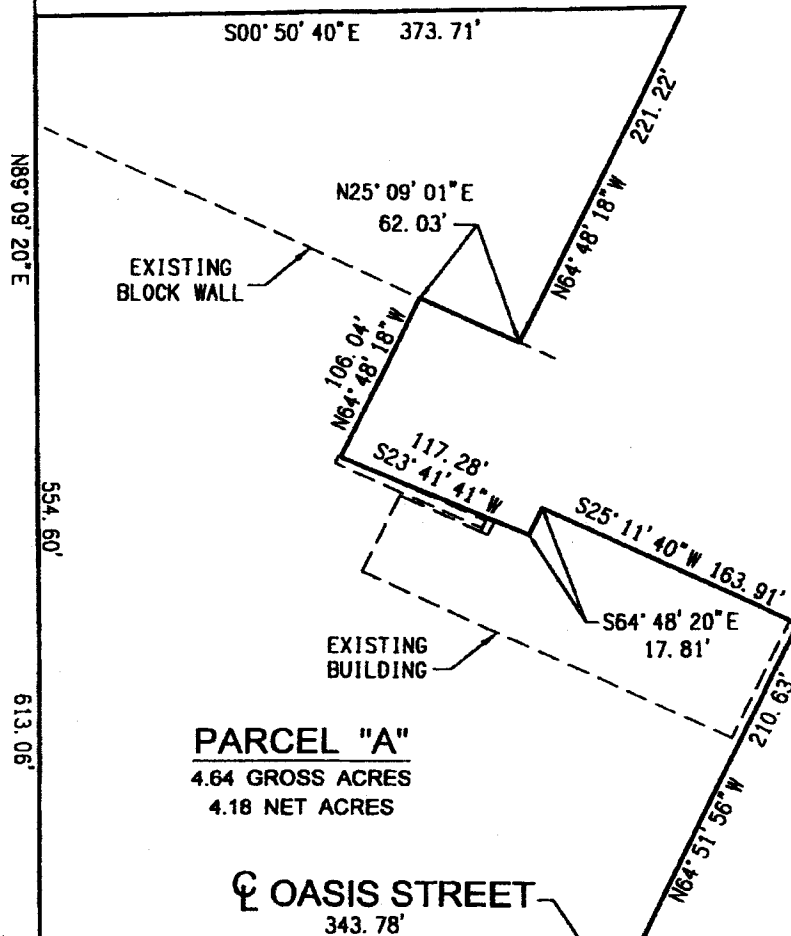
# EXHIBIT "B"

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *Robert E. Robinson*

DATE: 06/07/10

THE SOUTH LINE OF THE NORTH  
700' OF THE S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26, T.5 S,  
R.7 E., S.B.B.M.



**PARCEL "A"**  
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4.18 NET ACRES

**OASIS STREET**  
343.78'

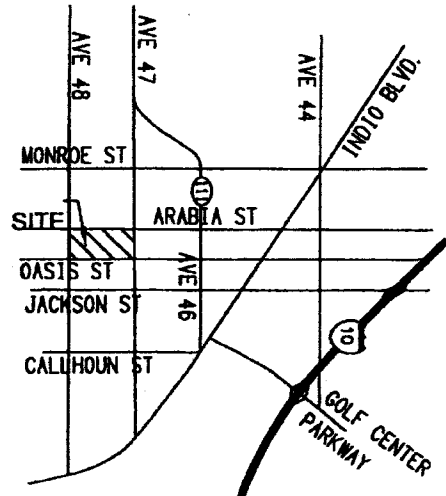
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THE EAST LINE OF THE S.W.  
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P.O.B.

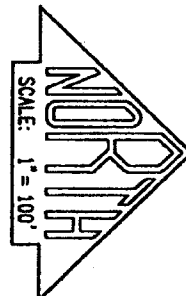
R/W PER TRACT  
NO. 31473, MB  
404/41-52

P.O.C.  
N.E. CORNER OF THE  
S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26



**VICINITY MAP**  
NOT TO SCALE

THE NORTH LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S, R.7 E., S.B.B.M.







BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2010-321  
AUTHORIZATION TO LEASE AN INTEREST IN REAL PROPERTY WITH  
THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS,  
IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
AN APPROXIMATE 2 ACRE PORTION OF  
ASSESSOR'S PARCEL NUMBER 614-150-031

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, in regular session assembled on December 14, 2010, at 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, authorizes the lease of real property interests to the State of California, Judicial Council of California, Administrative Office of the Courts (State), the following described real property: Certain real property located in the City of Indio, County of Riverside, State of California, identified by and as an approximate 2 acre portion of Assessor's Parcel Number(s) 614-150-031, more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board of Supervisors of the County of Riverside approves the Lease Agreement (Agreement) between the County of Riverside and the State.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of the Board of Supervisors of the County of Riverside is authorized to execute the Agreement.

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

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 12/10/10 DATE  
MARSHAL L. VICTOR

**BOARD OF SUPERVISORS**

**COUNTY OF RIVERSIDE**

**RESOLUTION NO. 2010 – 321**

**AUTHORIZATION TO LEASE AN INTEREST IN REAL PROPERTY WITH  
THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS,  
IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
AN APPROXIMATE 2 ACRE PORTION OF  
ASSESSOR'S PARCEL NUMBER 614-150-031**

**ADOPTED by Riverside County Board of Supervisors on December 14, 2010.**

**ROLL CALL:**

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

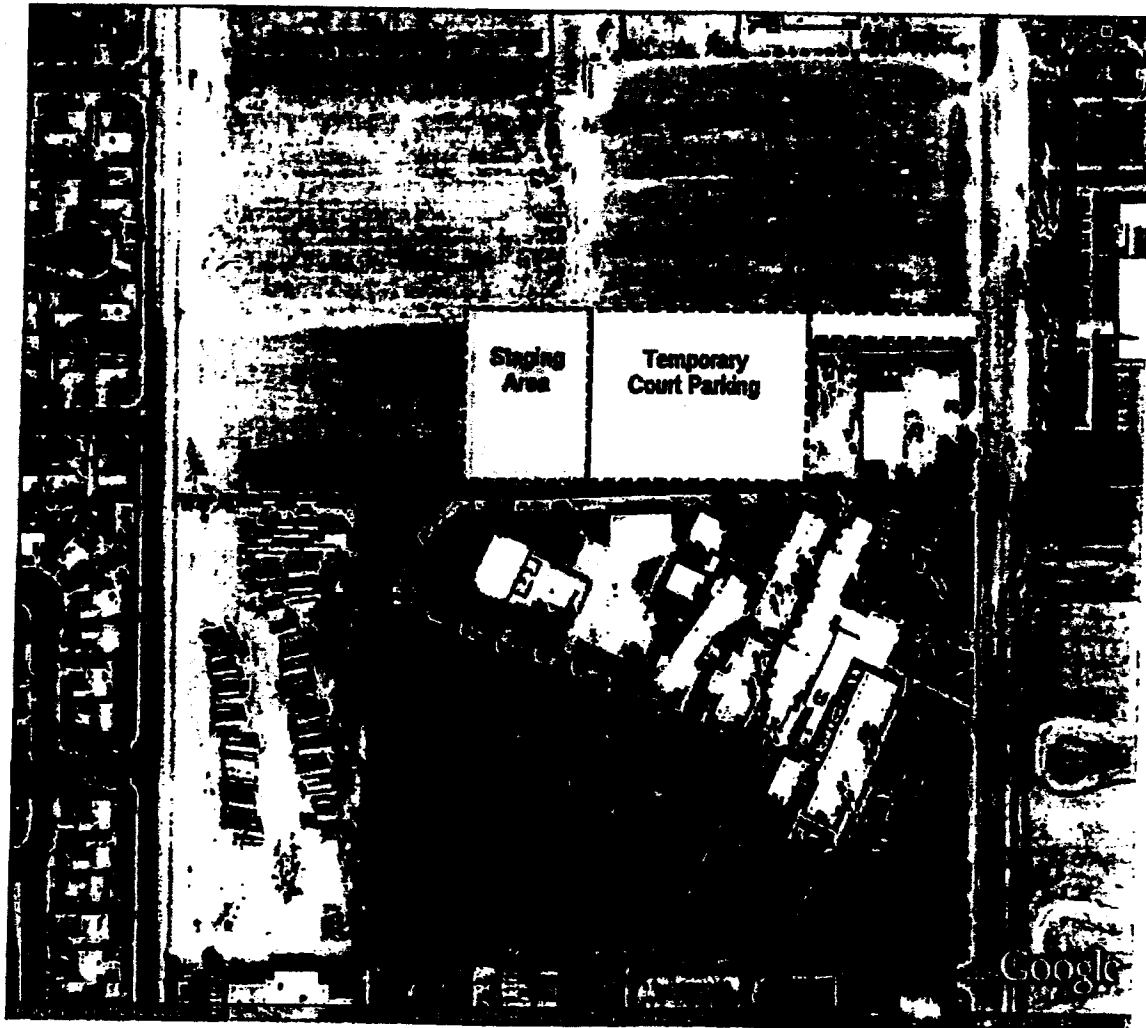
**The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.**

**KECIA HARPER-IHEM, Clerk of said Board**

**By: \_\_\_\_\_  
Deputy**

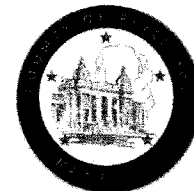
**12.14.10 3.30**

# Exhibit "A"



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

ASD



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
November 17, 2010

**SUBJECT:** Resolution No. 2010-318, Notice of Intention to Convey a Fee Simple Interest and Exchange Easement Interests in the Real Property; Resolution No. 2010-320, Notice of Intention to Lease Real Property – 4<sup>th</sup> Supervisorial District

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

1. Adopt Resolution No. 2010-318, Notice of Intention to convey a fee simple interest to and exchange easement interests in real property, located in Indio, County of Riverside, an approximate 4.6 acre portion of Assessor's Parcel Number 614-150-031 by Grant Deed and Easement Deeds, with the State of California, Judicial Council of California, Administrative Office of the Courts;

Adopt Resolution No. 2010-320, Notice of Intention to Lease real property located in Indio, County of Riverside, an approximate 2 acre portion of Assessor's Parcel Number 614-150-031 to the State; and

(Continued)

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

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 122,200	In Current Year Budget:	No
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:** State of California, Judicial Council of California, Administrative Office of the Courts

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

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

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for December 14, 2010 at 9:00 a.m.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 30, 2010  
xc: EDA, Auditor, CIP, COB(2)

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

Prev. Agn. Ref.: N/A

District: 4

**3.30**

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, AUDITOR-CONTROLLER  
BY: *[Signature]* 11/17/10  
DATE: 11-17-10  
BY: ANITA C. WILLIS  
Departmental SAMUEL WONG

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 11-17-10  
DATE: 11-17-10  
BY: ANITA C. WILLIS

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

Reviewed by  
CO TEAM  
*[Signature]*  
Christopher Hans

**RECOMMENDED MOTION:** (Continued)

3. Direct the Clerk of the Board to give notice pursuant to Government Code Section 6061.

**BACKGROUND:**

Pursuant to Government Code Section 25365, the County of Riverside (County) may transfer and exchange interests in real property, or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use and the property to be acquired is needed for county use. The County intends to convey a Fee Simple Interest in Real Property located in the City of Indio, County of Riverside, described as an approximate 4.6 acre portion of Assessor's Parcel Number 612-150-031 by Grant Deed, more particularly legally described in Exhibit "A" and "B", attached hereto, to the State of California, Judicial Council of California, Administrative Office of the Courts and exchange Easement Interests by Easement Deeds with the State to serve the access needs of each respective party.

The County of Riverside and the State of California (State), acting by and through the Judicial Council of California, Administrative Office of the Courts, have been working cooperatively to pursue the needs of the State and to provide for a new juvenile courthouse to serve the Coachella Valley. The current courthouse located at 47671 Oasis Street, Indio, sits adjacent to the existing county juvenile detention facility and lacks both space and parking to meet the major growth in caseloads and population within this region. The State of California is seeking to acquire the county's partial interest in the current courthouse and an additional 2.5 acres of contiguous land owned by the county to construct a new juvenile court facility. As the new courthouse will serve the needs of juvenile offenders, both the county and the State desire to locate this new facility as closely adjacent to the existing juvenile detention facility. By maintaining the courthouse in close proximity to the detention facility the project will continue to provide for the transport of juvenile defendants safely, efficiently, and with a cost savings to the taxpayers.

The sale of the facility will provide the county with \$2,840,000 of gross proceeds (minus reimbursed Real Property transactional and transfer costs) from the sale of this property.

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

**FINANCIAL DATA:**

The following summarizes the funding necessary to convey an approximate 4.6 acre portion of Assessor's Parcel Number 614-150-031:

Estimated Title and Escrow Charges	\$ 8,000
Preliminary Title Report	\$ 900
Appraisal Report	\$ 19,500
Notice of Publication	\$ 1,500
Legal Services Fees	\$ 17,300
Surveying	\$ 35,000
EDA Real Property Costs	<u>\$ 40,000</u>
Total Estimated Conveyance Costs:	\$122,200

(Continued)

**FINANCIAL DATA:** (Continued)

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

All costs associated with the conveyance of this property are fully funded through the proceeds of the conveyance to the State of California, Judicial Council of California, Administrative Office of the Courts. The Real Property Division will reimburse itself for all related transactional costs from the conveyance of this property. Thus, no net county costs will be incurred as a result of this transaction.

**Attachments:**

- Exhibit "A"
- Exhibit "B"

2 RESOLUTION NO. 2010-318

3 NOTICE OF INTENTION TO CONVEY A FEE SIMPLE INTEREST TO AND EXCHANGE  
4 EASEMENT INTERESTS IN REAL PROPERTY  
5 WITH THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA,  
6 ADMINISTRATIVE OFFICE OF THE COURTS,  
7 IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
8 A 4.6 ACRE PORTION OF ASSESSOR'S PARCEL NUMBER 614-150-031  
9 BY GRANT DEED AND EASEMENT DEEDS, RESPECTIVELY

7 WHEREAS, the State of California and the County of Riverside desire to work cooperatively to  
8 affect the development of a new Juvenile Court Facility to replace the existing Courthouse located at  
9 4761 Oasis Street, Indio, California; and

10 WHEREAS, the County is partial owner in the existing Courthouse and owner of land that is  
11 adjacent to the existing Courthouse and that is now necessary for the construction of said new Court  
12 Facility; and

13 WHEREAS, the County desires to sell said property to the State and the State desires to  
14 purchase said property from the County for the purposes of constructing a new Juvenile Court Facility;  
15 now, therefore,

16 BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN by  
17 the Board of Supervisors of the County of Riverside, California, in regular session assembled on  
18 November 30, 2010, intends to convey on or after 12/14/10 to the State of California, Judicial  
19 Council of California, Administrative Office of the Courts, the following described real property:  
20 Certain fee simple interest and easement interests in real property located in the City of Indio, County of  
21 Riverside, State of California, identified as an approximate 4.6 portion of Assessor's Parcel Number  
22 614-150-031 by Grant Deed and Easement Deeds, respectively, more particularly described in Exhibit  
23 "A" and "B", attached hereto and thereby made a part hereof. The terms and conditions of the proposed  
24 conveyance are as follows: The County of Riverside and the State of California, Judicial Council of  
25 California, Administrative Office of the Courts (State) desire to enter into an agreement whereby the  
State would purchase the fee simple real property interest owned by the County for the



1 purpose of constructing a new Juvenile Court Facility in the eastern portion of Riverside County. The  
2 parcel that is to be sold and conveyed to the State is adjacent to other County-owned real property that  
3 contains County facilities. As part of that transaction, the parties would exchange easement interests for  
4 the purpose of ingress and egress each party needs to access its own real property.

5 BE IT FURTHER RESOLVED AND DETERMINED that the Board of Supervisors declares  
6 that the real property interests to be conveyed to the State are no longer needed by the County.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
8 Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

9 ROLL CALL:

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

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

15 KECIA HARPER-IHEM, Clerk of said Board

16 By:   
17 Deputy

FORM APPROVED COUNTY COUNSEL

BY:  DATE 11-17-10  
ANITA C. WILLIS

# EXHIBIT "A"

## PARCEL "A":

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

Commencing at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the easterly line of said southwest quarter of the southeast quarter of Section 26, a distance of 357.32 feet, to the Point of Beginning;

Thence North 89 degrees 48 minutes 06 seconds West a distance of 58.45 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 64 degrees 51 minutes 56 seconds West a distance of 210.63 feet;

Thence South 25 degrees 11 minutes 40 seconds West a distance of 163.91 feet;

Thence South 64 degrees 48 minutes 20 seconds East a distance of 17.81 feet;

Thence South 23 degrees 41 minutes 41 seconds West a distance of 117.28 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 106.04 feet;

Thence North 25 degrees 09 minutes 01 seconds East a distance of 62.03 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 221.22 feet;

Thence South 00 degrees 50 minutes 40 seconds East a distance of 373.71 feet, to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

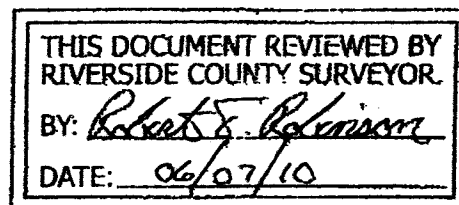
Thence North 89 degrees 09 minutes 20 seconds East along said south line a distance of 613.06 feet, to the easterly line of said southwest quarter of the southeast quarter of Section 26;

Thence North 00 degrees 11 minutes 54 seconds East along said easterly line, a distance of 342.80 feet, to the Point of Beginning.

Said described parcel contains 4.64 gross acres and 4.18 net acres.

See Exhibit "B" attached hereto and by this reference made a part hereof.

David B. Ragland 6/7/10  
David B. Ragland, LS 5173



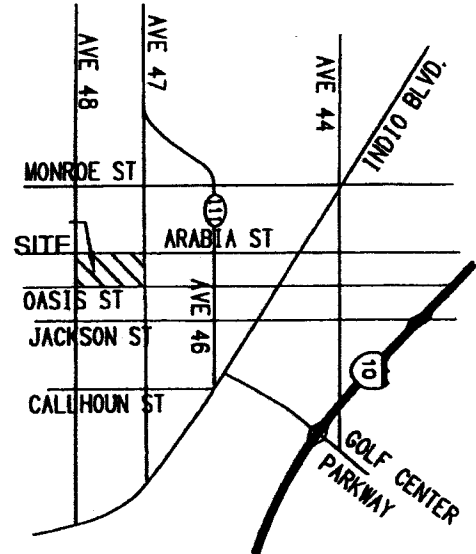
# EXHIBIT "B"

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *Robert E. Robinson*

DATE: *06/07/10*

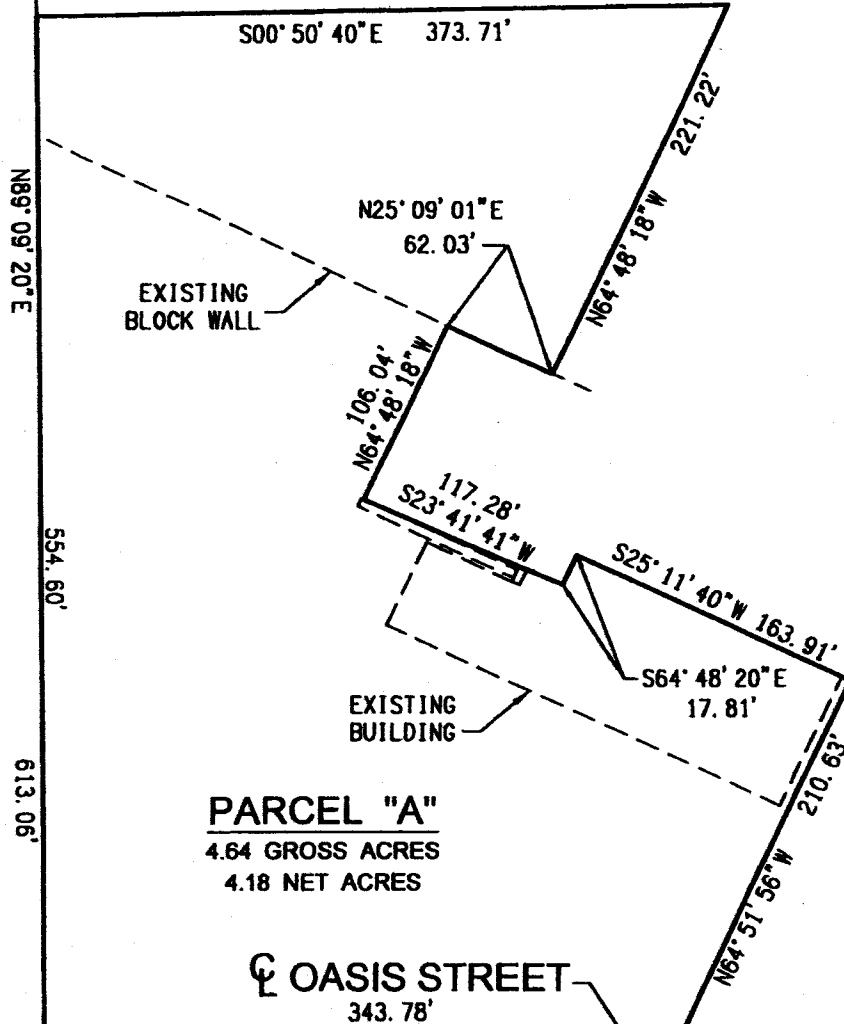
THE SOUTH LINE OF THE NORTH  
700' OF THE S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26, T.5 S,  
R.7 E., S.B.B.M.



**VICINITY MAP**

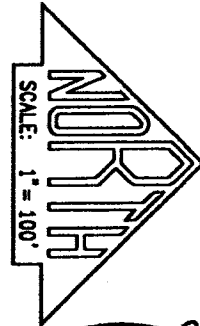
NOT TO SCALE

THE NORTH LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S, R.7 E., S.B.B.M.



**PARCEL "A"**  
4.64 GROSS ACRES  
4.18 NET ACRES

**OASIS STREET**  
343.78'



APPROX. 629'  
TO AVENUE 48

THE EAST LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S, R.7 E., S.B.B.M.

P.O.B.

R/W PER TRACT  
NO. 31473, MB  
404/41-52

P.O.C.  
N.E. CORNER OF THE  
S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26



1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 RESOLUTION NO. 2010-320  
3 NOTICE OF INTENTION TO LEASE AN INTEREST IN REAL PROPERTY TO  
4 THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA,  
5 ADMINISTRATIVE OFFICE OF THE COURTS,  
6 IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
7 AN APPROXIMATE 2 ACRE PORTION OF  
8 ASSESSOR'S PARCEL NUMBER 614-150-031

9 WHEREAS, the County of Riverside and the State of California, Judicial Council of  
10 California, Administrative Office of the Courts (State) desire to enter into a lease agreement  
11 whereby the State would lease a portion of County-owned real property for the purpose of  
12 facilitating the construction of a new Juvenile Court Facility in the eastern portion of Riverside  
13 County by providing a construction staging area and temporary court parking.

14 BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY  
15 GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session  
16 assembled on November 30, 2010, at 9:00 a.m., in the meeting room of the Board of  
17 Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street,  
18 Riverside, California, that it intends to approve a lease of real property interests to the State of  
19 California, Judicial Council of California, Administrative Office of the Courts (State), the  
20 following described real property: Certain real property located in the City of Indio, County of  
21 Riverside, State of California, identified by and as an approximate 2 acre portion of Assessor's  
22 Parcel Number(s) 614-150-031, more particularly described in Exhibit "A", attached hereto and  
23 thereby made a part hereof.

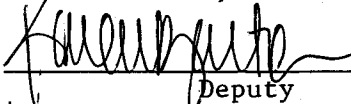
24 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
25 Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

ROLL CALL:

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

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 HARPER-IHEM, Clerk of said Board

1 By:   
Deputy

FORM APPROVED COUNTY COUNSEL  
BY:  11-17-10  
DATE  
ANITA C. WILLIS

# Exhibit "A"



# **EXHIBIT "A"**

## **PARCEL "A":**

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the easterly line of said southwest quarter of the southeast quarter of Section 26, a distance of 357.32 feet, to the **Point of Beginning**;

Thence North 89 degrees 48 minutes 06 seconds West a distance of 58.45 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 64 degrees 51 minutes 56 seconds West a distance of 210.63 feet;

Thence South 25 degrees 11 minutes 40 seconds West a distance of 163.91 feet;

Thence South 64 degrees 48 minutes 20 seconds East a distance of 17.81 feet;

Thence South 23 degrees 41 minutes 41 seconds West a distance of 117.28 feet;

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Thence South 00 degrees 50 minutes 40 seconds East a distance of 373.71 feet, to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

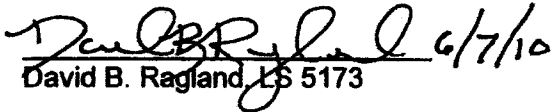
Thence North 89 degrees 09 minutes 20 seconds East along said south line a distance of 613.06 feet, to the easterly line of said southwest quarter of the southeast quarter of Section 26;



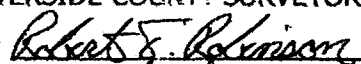
Thence North 00 degrees 11 minutes 54 seconds East along said easterly line, a distance of 342.80 feet, to the **Point of Beginning**.

Said described parcel contains 4.64 gross acres and 4.18 net acres.

See Exhibit "B" attached hereto and by this reference made a part hereof.

 6/7/10  
David B. Ragland, LS 5173



THIS DOCUMENT REVIEWED BY RIVERSIDE COUNTY SURVEYOR.
BY: 
DATE: 06/07/10

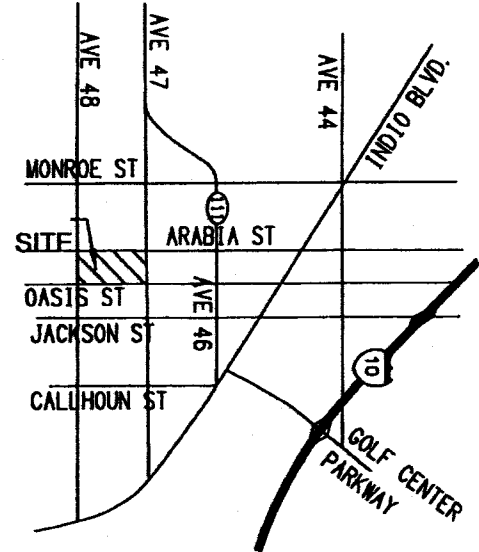
# EXHIBIT "B"

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *Robert E. Robinson*

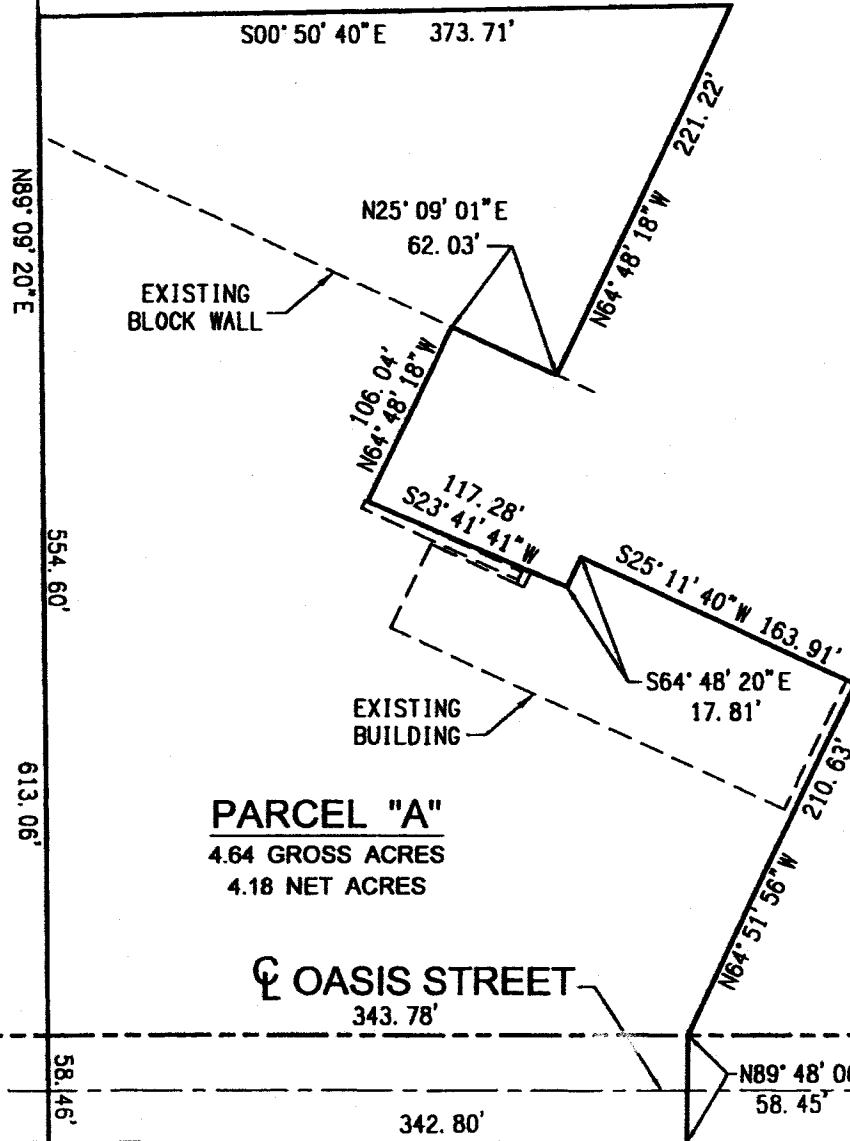
DATE: *06/07/10*

THE SOUTH LINE OF THE NORTH  
700' OF THE S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26, T.5 S,  
R.7 E., S.B.B.M.



**VICINITY MAP**  
NOT TO SCALE

THE NORTH LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S, R.7 E., S.B.B.M.



**PARCEL "A"**  
4.64 GROSS ACRES  
4.18 NET ACRES

**OASIS STREET**  
343.78'

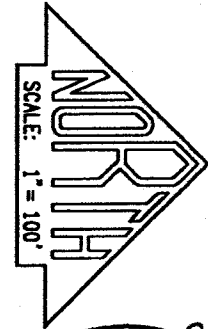
APPROX. 629'  
TO AVENUE 48

THE EAST LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S, R.7 E., S.B.B.M.

P.O.B.

R/W PER TRACT  
NO. 31473, MB  
404/41-52

P.O.C.  
N.E. CORNER OF THE  
S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26





APPROX 621

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44

AVENUE 44





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

December 6, 2010

THE DESERT SUN  
ATTN: LEGALS  
P.O. BOX 2734  
PALM SPRINGS, CA 92263

FAX (760) 778-4731  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2010-318 AND 2010-320**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME: Wednesday, December 8, 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



**Gil, Cecilia**

---

**From:** Moeller, Charlene [CMOELLER@palmspri.gannett.com]  
**Sent:** Monday, December 06, 2010 2:18 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: RES. 2010-318 and 2010-320

Thank you :-)

Ad received and will publish on date(s) requested.

**Charlene Moeller**  
**Public Notice Customer Service Rep.**  
**The Desert Sun Newspaper**  
**750 N. Gene Autry Trail, Palm Springs, CA 92262**  
**(760) 778-4578, Fax (760) 778-4731**  
**Desert Sun** [legals@thedesertsun.com](mailto:legals@thedesertsun.com)  
**& Desert Post Weekly** [dpwlegals@thedesertsun.com](mailto:dpwlegals@thedesertsun.com)  
The Coachella Valley's #1 Source in News & Advertising! Visit us at [mydesert.com](http://mydesert.com)  
Please Be Kind to the Environment; Think before you print.

---

**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Monday, December 06, 2010 2:14 PM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: RES. 2010-318 and 2010-320

Charlene,

HERE IT IS!! Yeheey..

Attached is a Notice of Public Meeting for above-mentioned two Resolutions, for publication on Wednesday, Dec. 8, 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 RIVERSIDE COUNTY**

NOTICE IS HEREBY GIVEN that a public meeting at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, December 14, 2010, at 9:00 a.m.** to consider approval of the authorization of the following Resolutions:

**RESOLUTION NO. 2010-318**

NOTICE OF INTENTION TO CONVEY A FEE SIMPLE INTEREST TO AND EXCHANGE EASEMENT INTERESTS IN REAL PROPERTY WITH THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
A 4.6 ACRE PORTION OF ASSESSOR'S PARCEL NUMBER 614-150-031  
BY GRANT DEED AND EASEMENT DEEDS, RESPECTIVELY

WHEREAS, the State of California and the County of Riverside desire to work cooperatively to affect the development of a new Juvenile Court Facility to replace the existing Courthouse located at 4761 Oasis Street, Indio, California; and

WHEREAS, the County is partial owner in the existing Courthouse and owner of land that is adjacent to the existing Courthouse and that is now necessary for the construction of said new Court Facility; and

WHEREAS, the County desires to sell said property to the State and the State desires to purchase said property from the County for the purposes of constructing a new Juvenile Court Facility; now, therefore,

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session assembled on November 30, 2010, intends to convey on or after December 14, 2010 to the State of California, Judicial Council of California, Administrative Office of the Courts, the following described real property: Certain fee simple interest and easement interests in real property located in the City of Indio, County of Riverside, State of California, identified as an approximate 4.6 portion of Assessor's Parcel Number 614-150-031 by Grant Deed and Easement Deeds, respectively, more particularly described in Exhibit "A" and "B", attached hereto and thereby made a part hereof. The terms and conditions of the proposed conveyance are as follows: The County of Riverside and the State of California, Judicial Council of California, Administrative Office of the Courts (State) desire to enter into an agreement whereby the State would purchase the fee simple real property interest owned by the County for the purpose of constructing a new Juvenile Court Facility in the eastern portion of Riverside County. The parcel that is to be sold and conveyed to the State is adjacent to other County-owned real property that contains County facilities. As part of that transaction, the parties would exchange easement interests for the purpose of ingress and egress each party needs to access its own real property.

BE IT FURTHER RESOLVED AND DETERMINED that the Board of Supervisors declares that the real property interests to be conveyed to the State are no longer needed by the County.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is directed to give notice hereof as provided in Section 6061 of the Government Code.

**(INSERT EXHIBITS A & B)**

**ROLL CALL:**

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on November 30, 2010.

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



## EXHIBIT "A"

### PARCEL "A":

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the easterly line of said southwest quarter of the southeast quarter of Section 26, a distance of 357.32 feet, to the **Point of Beginning**;

Thence North 89 degrees 48 minutes 06 seconds West a distance of 58.45 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 64 degrees 51 minutes 56 seconds West a distance of 210.63 feet;

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Thence North 89 degrees 09 minutes 20 seconds East along said south line a distance of 613.06 feet, to the easterly line of said southwest quarter of the southeast quarter of Section 26;

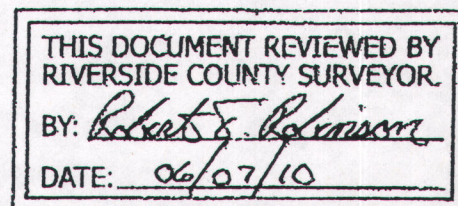


Thence North 00 degrees 11 minutes 54 seconds East along said easterly line, a distance of 342.80 feet, to the **Point of Beginning**.

Said described parcel contains 4.64 gross acres and 4.18 net acres.

See Exhibit "B" attached hereto and by this reference made a part hereof.

David B. Ragland 6/7/10  
David B. Ragland, LS 5173





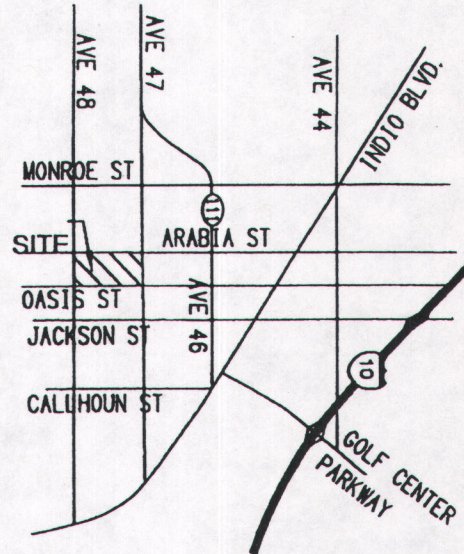
# EXHIBIT "B"

THIS DOCUMENT REVIEWED BY  
RIVERSIDE COUNTY SURVEYOR.

BY: *Robert E. Robinson*

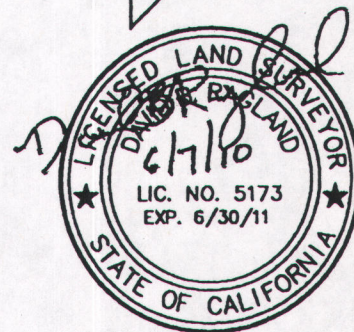
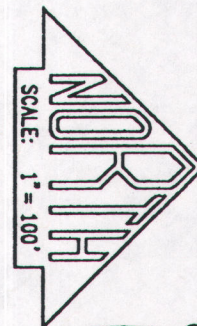
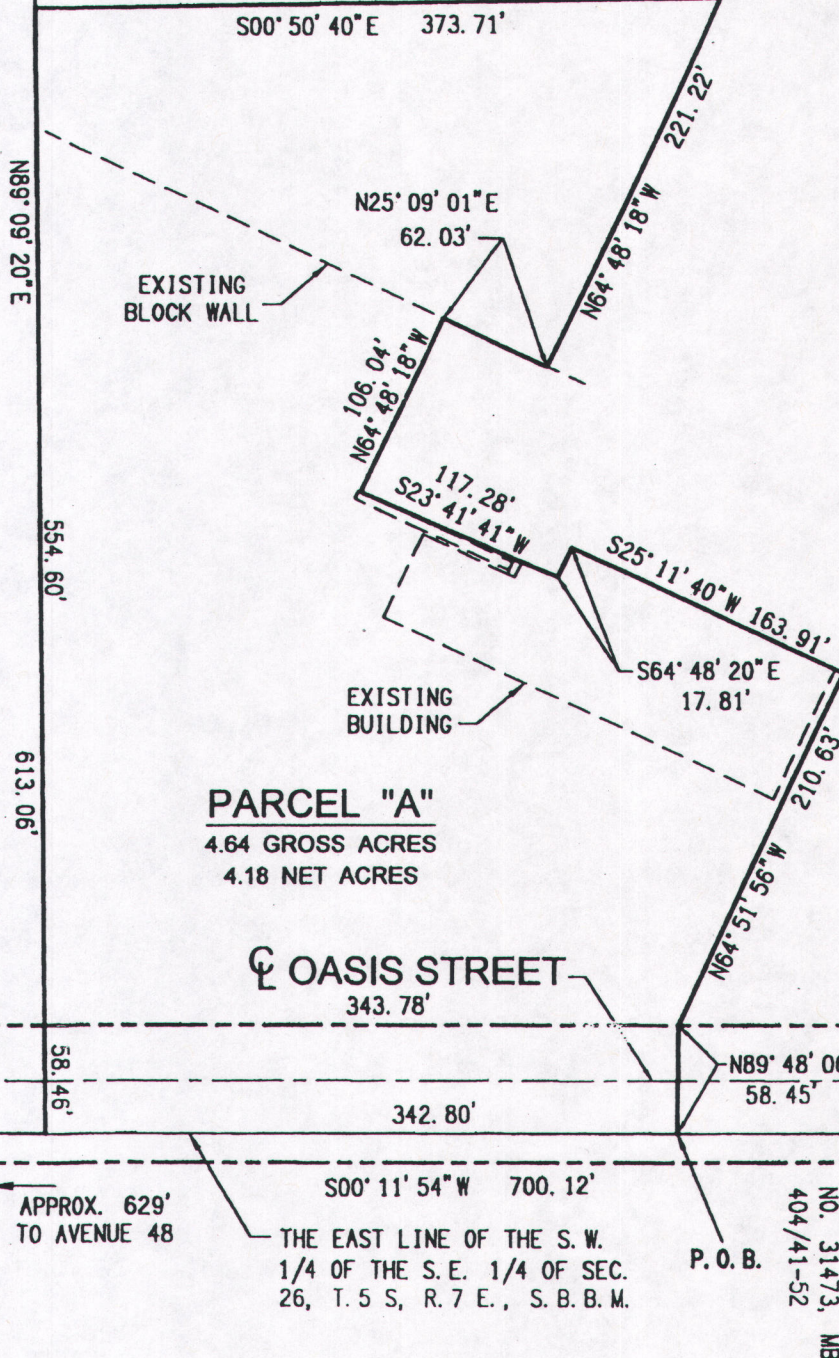
DATE: *06/07/10*

THE SOUTH LINE OF THE NORTH  
700' OF THE S.W. 1/4 OF THE  
S.E. 1/4 OF SEC. 26, T.5 S,  
R. 7 E., S.B.B.M.



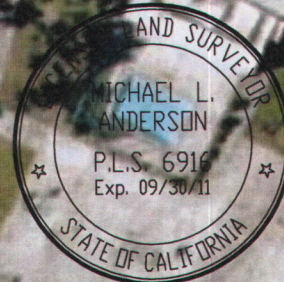
**VICINITY MAP**  
NOT TO SCALE

THE NORTH LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S, R. 7 E., S.B.B.M.





# EXHIBIT B



THE SOUTH LINE OF THE NORTH 700'  
OF THE S.E. 1/4 OF SEC. 26, T.5 S., R.7 E., S.B.B.M.

S 00° 50' 51" E 373.71'

S 25° 09' 01" W 62.00'

**PARCEL "B"**  
2.61 GROSS ACRES  
2.50 NET ACRES

THE NORTH LINE OF THE S.E. 1/4  
OF SEC. 26, T.5 S., R.7 E., S.B.B.M.

N 89° 00' 09" E 613.06'

N 64° 48' 20" W 318.02'

EXISTING BUILDING

**PARCEL "A"**  
2.03 GROSS ACRES  
1.68 NET ACRES

N 89° 48' 06" W 15.19'

N 89° 48' 06" W 98.74'

79.44'

58.46'

P.O.B.

264.41'

264.41'

S 00° 11' 54" W 700.12'

THE EAST LINE OF THE S.W.  
1/4 OF THE S.E. 1/4 OF SEC.  
26, T.5 S., R.7 E., S.B.B.M.

621.74'

S 89° 48' 06" E 58.45'

210.63'

N 64° 48' 20" W 17.81'

N 25° 11' 40" E 163.90'

N 23° 41' 56" E 117.29'

N 64° 48' 20" W 106.03'

S 64° 51' 56" E 221.23'



OASIS STREET

30'  
28.45'

P.O.C.



**RESOLUTION NO. 2010-320**

**NOTICE OF INTENTION TO LEASE AN INTEREST IN REAL PROPERTY TO  
THE STATE OF CALIFORNIA, JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF  
THE COURTS, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CALIFORNIA  
AN APPROXIMATE 2 ACRE PORTION OF  
ASSESSOR'S PARCEL NUMBER 614-150-031**

WHEREAS, the County of Riverside and the State of California, Judicial Council of California, Administrative Office of the Courts (State) desire to enter into a lease agreement whereby the State would lease a portion of County-owned real property for the purpose of facilitating the construction of a new Juvenile Court Facility in the eastern portion of Riverside County by providing a construction staging area and temporary court parking.

BE IT RESOLVED, DETERMINED AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session assembled on November 30, 2010, at 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that it intends to approve a lease of real property interests to the State of California, Judicial Council of California, Administrative Office of the Courts (State), the following described real property: Certain real property located in the City of Indio, County of Riverside, State of California, identified by and as an approximate 2 acre portion of Assessor's Parcel Number(s) 614-150-031, more particularly described in Exhibit "A", attached hereto and thereby made a part hereof.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors has given notice hereof as provided in Section 6061 of the Government Code.

**(INSERT EXHIBIT A)**

**ROLL CALL:**

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

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on November 30, 2010.

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

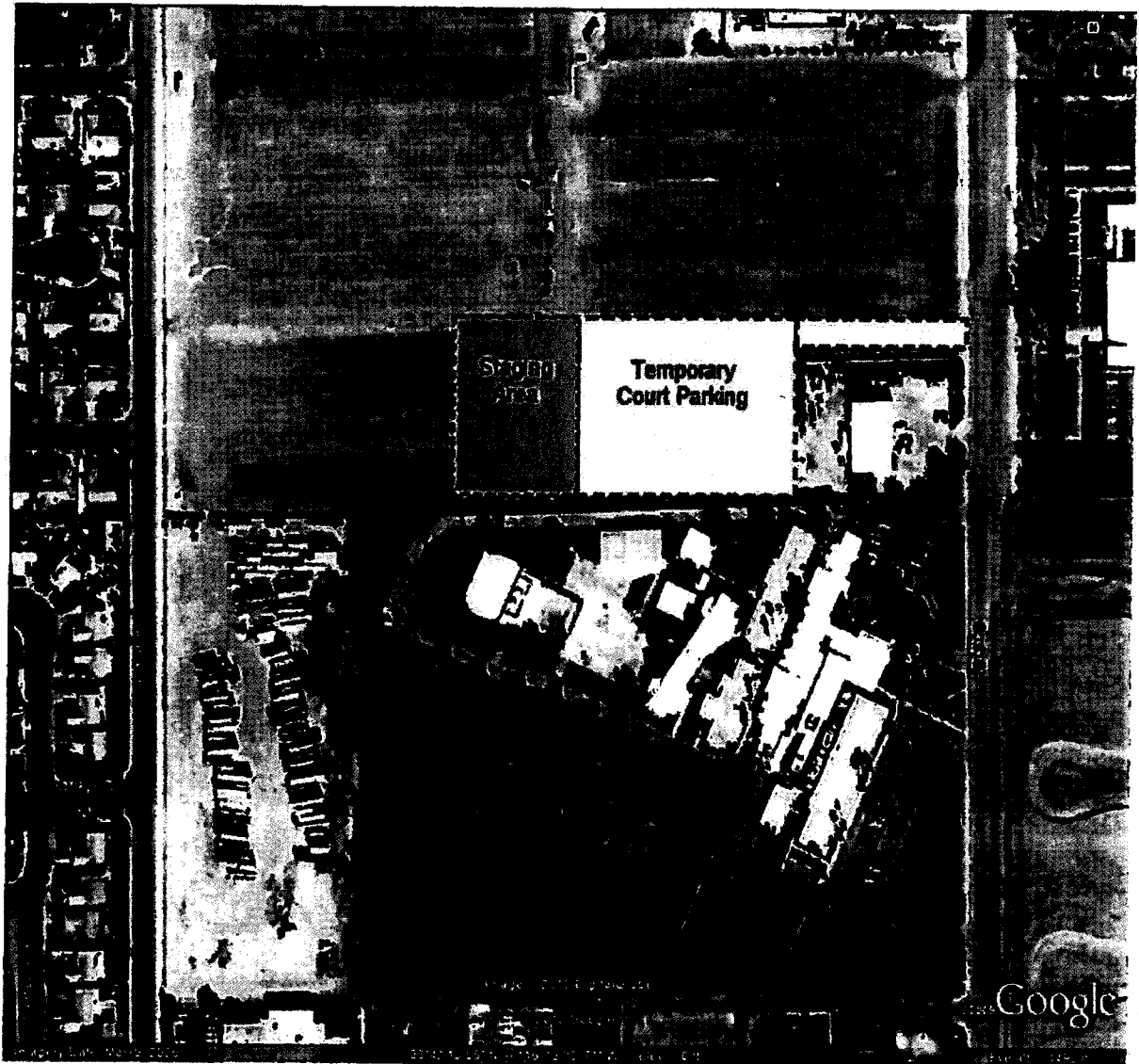
Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only 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: December 6, 2010

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

# Exhibit "A"



RES. 2010-320



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

---

**LEASE AGREEMENT**

---

1. **Parties.** This Lease ("Lease") dated \_\_\_\_\_, is made by and between the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts, (the "Lessee") and **County of Riverside**, a political subdivision of the State of California, (the "Lessor"). Lessee and Lessor will hereinafter be collectively referred to as the "**Parties**" or individually as a "**Party**."

2. **Property.** Lessor is the record owner of that certain real property ("Property") situated at 47<sup>th</sup> and Oasis Street, in the City of Indio, Riverside, California 92201, as more particularly described as Assessor's Parcel Number 614-150-031 and as depicted on Exhibit "A," and incorporated herein, which a portion of such real property has improvements thereon consisting of a buildings and grounds.

3. **Lease of Premises.** Lessor hereby leases to Lessee, and Lessee leases from Lessor, a portion of the grounds to be used as temporary court parking, staging area and access to grounds as depicted on Exhibit "B" and incorporated herein, under the terms of this Lease ("**Premises**").

4. **Term.** This Lease will be effective upon the date of its execution, but its term (the "**Initial Term**") will commence upon issuance of permits for the project ("**Commencement Date**") and expire at the end of 24 months. Thereafter, the term of this agreement shall be month to month, and either Party may terminate the agreement with thirty (30) days written notice ("**Renewal Term**").

5. **Rent.** Lessee shall pay to Lessor in advance the sum of One Hundred Thirty Nine Thousand, Three Hundred and Ninety Two Dollars (\$139,392.00) ("**Advanced Rent**"). The Advanced Rent represents twenty-four (24) months rent based on Five Thousand, Eight Hundred Eight Dollars (\$5,808.00) per month.

Thereafter, on the last day of each month, beginning on the first day of the first full month during the Renewal Term, Lessee shall pay the sum of Five Thousand, Eight Hundred Eight Dollars (\$5,808.00), per month.

6. **Use.** The Premises will be primarily used for temporary court parking and a staging area by the Court or any other legal use which is reasonably comparable thereto.

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7. **Alterations.** Lessee will not make or allow any alterations, installations, additions, or improvements in or to the Premises (collectively, "**Alterations**") other than non-structural alterations within the Premises without Lessor's prior consent, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may make all necessary alterations, installations and improvements necessary to make the Premises suitable for use as a temporary court parking area and staging area. All alterations shall be subject to applicable law.
8. **Delivery of Premises.** On the Commencement Date, Lessor will deliver the Premises to Lessee free of hazards and debris. The Premises in this condition will be referred to as in "**Delivery Condition.**" If the Premises are in Delivery Condition prior to the Commencement Date, Lessee may occupy the Premises after its receipt of notice thereof from Lessor. Any such pre-Commencement Date occupancy will be under all the terms and conditions of this Lease and Lessee will pay any portion of one month's rent due for such occupancy at the end of the first full month during which such early occupancy began. If for any reason Lessor cannot deliver the Premises in Delivery Condition by the Commencement Date, Lessee will not be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until the Premises is in Delivery Condition and possession is delivered to Lessee. If such delay extends more than thirty (30) days after the Commencement Date, Lessee shall have a one-time right to cancel this Lease by giving written notice to Lessor within ten (10) days after the end of that thirty (30) day period in which event the parties will be discharged from all obligations hereunder. In the event of either pre-Commencement Date occupancy, or post-Commencement Date delivery, Lessee shall execute and deliver to Lessor a written acknowledgment of the date of Lessee's acceptance of the Premises and related adjustment in first month's rent, and any objection by Lessor to either the acceptance date or related rent adjustment must be made if at all within fifteen (15) days after delivery of the notice by Lessee to Lessor.
9. **Utilities.** Lessee will provide, or cause to be provided, and pay for all utility services, including, but not limited to, water, natural gas, electrical, refuse collection and sewer services, as may be required in the maintenance, operation and use of the Premises.
10. **Repairs and Maintenance.** Lessee will, at Lessee's sole expense, repair and maintain in good order and condition (reasonable wear and tear excepted) the non-structural portions of the Premises.
11. **Compliance with Laws.** Lessor warrants and represents that the Premises, the improvements in the Premises and the Property comply with all applicable Federal, State and local laws, regulations, ordinances, codes and orders including the Americans with Disabilities Act and similar State and local laws addressing accessibility by individuals with disabilities, regardless of the use to which Lessee will put the Premises.
12. **Real Property Taxes.** Lessor will, during the Initial Term and any Renewal Term, make payment of all real property taxes and general and special assessments that may

becomed due and payable on the Property and the Premises which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalty.

**13. Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (defined herein) on, under, about or within the Property in violation of any law or regulation, except that Lessee may use quantities of common chemicals customarily used in the construction of a courthouse. Lessor represents, warrants and agrees that (a) neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (b) Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. As used in this Section, "**Hazardous Material**" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

**14. Indemnification.** Lessor agrees to indemnify, defend and hold the Lessee harmless from and against any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments (including reasonable attorneys' fees and costs) which arise out of the ownership of the Premises. Lessee agrees to indemnify, defend and hold harmless the Lessor, its agents, elected and appointed officers and employees from and against all liability, damages, attorney fees, costs, expenses, or losses of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including any Workers' Compensation suits, liability, or expense, arising from the Lessee's use of the Premises. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Lease.

**15. Insurance.** Without limiting or diminishing the Lessee's obligation to indemnify or hold the Lessor harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the Lessor herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the Lessor as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Lessor as Additional Insureds.

D. General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Lessee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Lessor, and at the election of the County's Risk Manager, Lessee's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the Lessor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original



Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Lessee shall not commence operations until the Lessor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

(4) It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the Lessor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Lessor reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

(6) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Lessor. Lessee is a public, governmental entity and shall have the right to self-insure with respect to any insurance requirements for this Agreement. Lessee shall maintain its self-insurance program in full force during the term, and shall provide proof of self-insurance. Lessor acknowledges and accepts that Lessee does not maintain commercial insurance coverage for property, general liability or motor vehicle claims, but instead self-insures. Lessor shall be treated as an additional insured as if an insurance policy has been issued.

(8) Lessee agrees to notify Lessor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**16. Damage and Destruction.** If the Premises are, in whole or in part, damaged or destroyed then: (a) if wholly damaged or destroyed so that all of the Premises are rendered unusable for the purpose intended herein then upon either party's election and notice to the other party, which notice must be delivered within thirty (30) days of such damage or destruction, this Lease shall then terminate and Lessee shall be liable for the rent only up to the time of such destruction and Lessee shall be entitled to be reimbursed that portion of the

Advanced Rent that is in excess of the rent due at the time of destruction; but (b) if only partially damaged or destroyed and still usable for the purpose intended herein (or if neither party shall elect to terminate this Lease pursuant to (a) above), Lessor shall, within a reasonable time, repair the Premises with a proportional abatement of rent from the time of such destruction until the Premises are again as fully usable by Lessee as they were before such damage or destruction. If partially damaged or destroyed within three (3) months prior to the expiration of the Initial Term, then Lessor or Lessee may elect to terminate this Lease and Lessee shall be liable for rent only up to the time of such damage or destruction. A decision as to whether destroyed Premises are still usable for the purpose intended shall be reasonably made jointly by the parties and, if they cannot agree, by a mediator reasonably acceptable to both parties. The Parties waive the provisions of California Civil Code sections 1932(2) and 1933(4).

**17. Eminent Domain.** If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Lessor or Lessee may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Lessor shall be entitled to all compensation that may be paid in connection with the taking except for any portion specifically awarded to Lessee for moving expenses, fixtures, or equipment.

**18. Default and Remedies.**

**18.1. Default.** After expiration of the applicable grace period, each of the following will constitute an event of default under this Lease:

(a) Lessee's failure to pay any amount in full when it is due under the Lease following fifteen (15) days written notice from Lessor to Lessee, provided, however, if Lessee is unable to pay any rent because of the State of California's failure to timely approve and adopt a State budget, no breach or event of default will be deemed to have occurred provided Lessee promptly pays any previously due and unpaid rent upon approval and adoption of the State budget.

(b) Lessee's failure to observe or perform any other provision of this Lease, or the breach of any of Lessee's representation or warranty hereunder, if such failure or breach continues for thirty (30) days after written notice from Lessor of the failure or breach specifying in reasonably sufficient detail the nature of the failure or breach; but if the default is such that it is capable of being cured, but cannot be completely cured within the thirty (30) day period, Lessee will not have defaulted if Lessee begins to cure within the thirty (30) day period and diligently performs the cure to completion.

(c) Lessor's failure to comply with any term, condition or covenant of this Lease will constitute an event of default by Lessor under the Lease if the failure continues for thirty (30) days after the giving of written notice thereof by Lessee to Lessor. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform will constitute an event of default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and diligently performs the cure to completion.

**18.2. Lessor's Remedies.** Upon the occurrence of an event of default by Lessee, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, will have the right to terminate this Lease by giving Lessee written notice thereof and to recover from Lessee the aggregate sum of (a) any unpaid rent due the time of such termination, (b) the unpaid rent which would have been earned after termination until the time of an award which exceeds the amount of such rental loss Lessee proves could have been reasonably avoided, and (c) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Lessor shall not under any circumstance have the right to accelerate any rent that falls due in future rental periods or otherwise declare any rent not then in default to be immediately due and payable.

**18.3. Lessee's Remedies.** Upon the occurrence of an event of default by Lessor, Lessee, in addition to any other rights or remedies available to Lessee at law or in equity, will have the right to elect to terminate the Lease, or to cure any default by Lessor following the thirty (30) day notice and cure period and to deduct the cost of such cure from rent due hereunder upon presentation of an accounting of such costs to Lessor.

**19. Quiet Enjoyment.** Lessor represents and warrants that Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that Lessee, upon the faithful performance of all of the terms, conditions and obligations of Lessee contained in this Lease, will peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof.

**20. Surrender.** Lessee will, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to Lessor the Premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted.

**21. Authority.** If Lessor is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Lease and that this Lease is binding upon said corporation and/or partnership or individual.

**22. Holding Over.** Any holding over by Lessee after the expiration of the Initial Term (if not extended) or the last Renewal Term exercised will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease.

**23. Notices.** Every notice required by this Lease shall be delivered either by (i) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail addressed to the Party

for whom intended at the addresses given below. A Party may change its address by written notice to the other Party.

If to Lessor:           Riverside County Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
Telephone: 951-955-4860

If to Lessee:           Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Portfolio Administration Analyst  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 818-558-1245  
Fax: 415-865-8885

With a copy to:       Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Manager, Real Estate  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 415-865-4048  
Fax: 415-865-8885

In addition, all notices relating to termination of the Lease or an alleged breach or default by Lessee must also be sent to:

Administrative Office of the Courts  
Attention: Senior Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 415-865-4090  
Fax: 415-865-4326

All notices and correspondence to Lessee must reference the address of the Premises and the name of the entity occupying the Premises.

#### **24. Miscellaneous.**

**24.1. Waivers; Amendments.** Any waiver of any right under this Lease must be in writing and signed by the waiving party. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

**24.2. Binding on Successors.** The terms and conditions herein contained will apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

**24.3. Entire Lease; Severability.** This Lease is the entire understanding between the parties relating to the subjects it covers. Any agreement or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are void. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

**24.4. Governing Law.** This Lease will be governed and construed in accordance with the laws of the State of California.

**24.5. Attorneys' Fees.** The prevailing party in any litigation or mediation brought to enforce this Lease will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or mediation from the other party.

**[SIGNATURE TO IMMEDIATELY FOLLOW]**

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease at the place  
and/or the dates specified below their respective signature.

**APPROVED AS TO FORM:**  
Administrative Office of the Courts,  
Office of the General Counsel

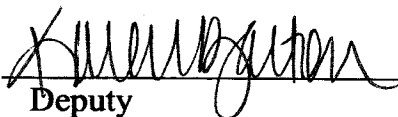
**JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

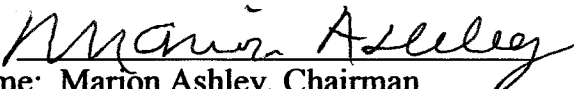
By: \_\_\_\_\_  
Name: Rachel Dragolovich  
Title: Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Grant Walker  
Title: Senior Manager, Business Services  
Date: \_\_\_\_\_

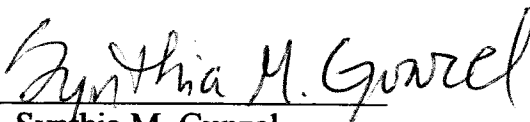
**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

**COUNTY OF RIVERSIDE**

By:   
Deputy

By:   
Name: Marion Ashley, Chairman  
Title: Board of Supervisors  
Date: DEC 14 2010

**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

By:   
Cynthia M. Gunzel  
Deputy County Counsel

# Exhibit A



Premises

EXHIBIT "B"





WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**Project:** New Juvenile and Family  
Courthouse  
**Location:** 47th and Oasis Street, Indio  
California 92201  
**Project File No.:** 33-C5  
**Parcel No:** Parcels of real property described  
in Exhibit A and Exhibit B hereto  
**County:** Riverside

### PROPERTY ACQUISITION AGREEMENT

The parties to this agreement are COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), hereinafter referred to as SELLER or GRANTOR, and the State of California, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, with the authorization of the State Public Works Board (SPWB), hereinafter referred to as STATE or BUYER. The SELLER or GRANTOR and STATE or BUYER are hereafter collectively referred to as the PARTIES. The PARTIES agree as follows:

#### RECITALS

- A. SELLER desires to sell to STATE, and STATE desires to purchase from SELLER certain real property located in Indio, County of Riverside, State of California ("Property"), as Property is more particularly described in Exhibit A, attached and made a part hereto.
- B. In accordance with Government Code 15853 and Government Code 70371.7, the State is authorized to acquire the Property.
- C. Site Selection for this property was authorized by SPWB on [REDACTED] at the [REDACTED].
- D. The court facility commonly known as the Juvenile Courthouse is located on a portion of the Property ("Court Facility"). The Court Facility is described in the Transfer Agreement for the Transfer of Responsibility for and Title entered into between the SELLER and BUYER with an Effective Date of December 16, 2008 ("TA"). Concurrently, SELLER and BUYER entered into a Joint Occupancy Agreement for the Juvenile Courthouse of even date therewith ("JOA"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Court Facility. The Superior Court of California, County of Riverside ("COURT") currently occupies the Court Facility and the State maintains equity in the COURT Facility and the Provided Parking according to the mandates of the Trial Court Facilities Act (Govt. Code §70301 et. seq.).

#### AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the PARTIES agree as follows:

1. Transaction Summary. SELLER agrees to sell and grant to STATE fee title to the Property described in Exhibit A (*and conveyed by a grant deed, substantially in the form of Exhibit B, attached*) on the terms and conditions hereof. At Close of Escrow, the County shall grant to the State an easement for access purposes over and across County-owned real property described in Exhibit C ("State Access Easement") (*and convey by an easement deed, substantially in the form of Exhibit D, attached*) and the State shall grant to the County an easement for ingress and egress over and across the Property described in

DEC 14 2010 330

Exhibit E (and convey by an easement deed, substantially in the form of Exhibit F, attached) ("County Access Easement").

2. Purchase Price. The STATE agrees to pay Two Million and Eight-Forty Thousand Dollars \$2,840,000 (the "Purchase Price") into escrow with Chicago Title Company, as further described in Paragraph 5 below, for the account of SELLER, subject to the conditions outlined in this Agreement. The PARTIES acknowledge that this Purchase Price amount is adequate and sufficient consideration for the SELLER'S title to the Property and SELLER's equity right and interest in the County Exclusive-Use Area of the Court Facility as defined in the TA. Effective upon the SELLER's receipt of the Purchase Price, the SELLER shall relinquish all of its equity interest in the Court Facility. Further upon the SELLER's receipt of the Purchase Price for its equity and interest in Court Facility, SELLER will no longer be responsible for providing parking for the Court Facility as agreed to in the TA.
3. Other Liens. Said title company may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by SELLER in escrow to and including the date of close of escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
4. Escrow and Recording Fees. STATE shall pay all of the escrow fees, recording fees, and all overnight delivery charges, if any. In addition, STATE shall pay any costs related to premiums and endorsements with respect to title insurance. The parties acknowledge that both PARTIES, are governmental entities, and are exempt from the payment of documentary transfer taxes and recording fees. Notwithstanding the foregoing, STATE shall not be obligated to pay the closing costs unless and until STATE receives an acceptable title insurance policy issued to STATE, along with an invoice itemizing the closing costs.
5. Title and Escrow. Title to said Property shall pass immediately upon close of escrow, free and clear of all liens, leases, reservations, encumbrances, assessments, easements, and any bonded indebtedness of record or otherwise, and of taxes (except those listed in Paragraph 12.c (1)). The issuance of any escrow instructions shall be the sole responsibility of the BUYER and shall govern the escrow. BUYER has opened an escrow account with Chicago Title Company, 700 South Flower Street, Los Angeles, CA, Attention: Mark Raskin, Phone: (213) 488-4383, Fax: (213) 629-3828, E-mail: mark.raskin@ctt.com (Escrow Holder). The escrow account established for this transaction is:
6. Close of Escrow. Escrow shall be scheduled to close on or before February 28, 2011 ("Close of Escrow"), subject to reasonable extension upon mutual agreement by the PARTIES.
7. Seller's Conditions Precedent. SELLER's obligation to perform under this Agreement and the Close of the Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the close of escrow:
  - a. The timely deposit by BUYER with Escrow Holder of all documents and funds required to be deposited by BUYER under this Agreement.

- b. Performance by BUYER of all obligations, covenants and agreements on BUYER's part to be performed under this Agreement within the time provided in this Agreement for such performance.
  - c. Approval of SELLER Governing Body Obtained. The governing body of the SELLER must have approved the STATE's acquisition of the Property on the terms set forth in this Agreement, and the governing body of the SELLER must have delivered to the STATE a fully-executed authorizing document in respect of the SELLER's Grant Deed.
8. Buyer's Conditions Precedent. BUYER's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:
- a. Deposit of all Documents. The timely deposit by SELLER with Escrow Holder of all documents required to be deposited by SELLER under this Agreement.
  - b. Seller's Performance of Obligations. Performance by SELLER of all obligations, covenants and agreements on SELLER's part to be performed under this Agreement within the time provided in this Agreement for such performance.
  - c. Authorization by SPWB. Authorization of the acquisition by the SPWB at a duly noticed public meeting.
  - d. No Breach by SELLER. SELLER shall not be in breach of this Agreement.
  - e. Condition of Property. Prior to the Close of Escrow, BUYER shall to deliver to SELLER a written notice approving or disapproving the condition of the Property ("Due Diligence Contingency Notice"). If BUYER does not deliver the Due Diligence Contingency Notice on or prior to the Close of Escrow, BUYER shall be deemed to have disapproved of the condition of the Property.
  - f. Accuracy of Representations and Warranties. As of the Close of Escrow, all of SELLER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by SELLER in a separate certificate at the Close of Escrow.
  - g. Title Insurance Policy. On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to BUYER a CLTA Owner's Policy of Title Insurance – Extended Coverage ("Owner's Policy"), with liability coverage in either (at BUYER's sole discretion) the amount of the Purchase Price or appraised value of the Property, and showing fee title to the Property vested in BUYER, free and clear of all liens, leases, taxes, assessments, reservations, easements of record or otherwise, and encumbrances, except for any exceptions shown on the Title Report which BUYER has not specifically approved in writing.
9. Seller's Representations and Warranties. In addition to any express agreements of SELLER contained herein, the following constitute representations and warranties of SELLER to BUYER:
- a. Representations Regarding Seller's Authority.

- (1) SELLER has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to BUYER under this Agreement and to carry out SELLER's obligations under this Agreement. Upon the Close of Escrow, BUYER will have good, marketable and insurable title to the Property.
- (2) The individuals executing this Agreement and the instruments referenced herein on behalf of SELLER have the legal power, right and actual authority to bind SELLER to the terms hereof and thereof.
- (3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by SELLER in connection with this Agreement are and shall be, duly authorized, executed and delivered by SELLER and shall be valid, legally binding obligations of and enforceable against SELLER in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation or judicial order to which SELLER or the Property is subject.

b. Warranties and Representations Pertaining to Real Estate and Legal Matters.

To the best of SELLER's knowledge as to the matters set forth in Paragraphs (1) through (5):

- (1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against SELLER which could affect SELLER's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against SELLER.
- (3) SELLER has not entered into any other contracts for the sale of the Property, nor does there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. SELLER is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on BUYER or otherwise affect marketability of title to the Property.
- (4) As of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the Property of a third party.
- (5) There are no and have been no:
  - (i) actual or pending public improvements which will result in the creation of any liens upon the Property, including public assessments or mechanics liens and SELLER agrees to indemnify, defend and

hold BUYER free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Property as a consequence of actual or impending public improvements as of the Close of Escrow, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues after the Close of Escrow, and BUYER agrees to cooperate with SELLER, at SELLER's costs and to the extent permitted by law, with respect to SELLER's efforts to remove any such liens, fees, assessments, or encumbrances.

- (ii) uncured notices from any governmental agency notifying SELLER of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Property.

c. Warranties, Representations and Covenants Regarding Operation of the Property through Close of Escrow.

- (1) SELLER hereby agrees that SELLER will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of BUYER, which consent the BUYER may withhold or grant in its absolute discretion.
- (2) SELLER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement that will not be eliminated prior to the Close of Escrow.
- (3) SELLER shall promptly notify BUYER of any event or circumstance that makes any representation or warranty of SELLER under this Agreement untrue or misleading, or of any covenant of SELLER under this Agreement incapable or less likely of being performed. It is understood that the SELLER's obligation to provide notice to BUYER shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement.
- (4) As of the Close of Escrow, all of SELLER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by SELLER in a separate certificate at the Close of Escrow.

d. Representations Pertaining to Additional Documents. Other than the JOA affecting the Property described in Exhibit A, there are no leases, subleases or tenancies in effect pertaining to the Property.

e. General Representation. No representation, warranty or statement of SELLER in this Agreement or in any document, certificate or schedule furnished or to be furnished to BUYER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

SELLER's representations and warranties made in this Agreement shall be

continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by SELLER in a separate certificate at that time. The truth and accuracy of SELLER's representations and warranties made herein shall constitute a condition for the benefit of BUYER to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the grant deed in the Official Records, and shall survive the Close of Escrow.

10. Buyer's Representations and Warranties. In addition to any express agreements of BUYER contained herein, the following constitute representations and warranties of BUYER to SELLER, subject to Paragraph 25 of this Agreement:

- a. Representations Regarding Buyer's Authority.
- (1) BUYER has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
  - (2) The individuals executing this Agreement and the instruments referenced herein on behalf of BUYER have the legal power, right, and actual authority to bind BUYER to the terms and conditions hereof and thereof, subject to the conditions in Paragraph 25 below.
  - (3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by BUYER in connection with this Agreement are and shall be, duly authorized, executed and delivered by BUYER and shall be valid, legally binding obligations of and enforceable against BUYER in accordance with their terms.
- b. General Representation. No representation, warranty or statement of BUYER in this Agreement or in any document, certificate or schedule furnished or to be furnished to SELLER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

BUYER's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by BUYER in a separate certificate at that time. The truth and accuracy of BUYER's representations and warranties made herein shall constitute a condition for the benefit of SELLER to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the grant deed in the Official Records, and shall survive the Close of Escrow.

11. Seller's Obligations. SELLER shall comply with the following requirements prior to the Close of Escrow; however, to the extent that the deadline for SELLER to complete an obligation expressly extends beyond the Close of Escrow as set forth herein, SELLER covenants to perform and complete the obligation within the time period set forth herein notwithstanding the Close of Escrow:

- a. Ensure that the Land is free and clear of any and all liens and encumbrances including the removal of bonded indebtedness.

- b. No Grants or Conveyances. SELLER shall not grant, convey, or enter into any easement, lease, license, agreement, lien, encumbrance, or any other legal or beneficial interest in or to the Property, without the prior written consent of BUYER, which consent shall not be unreasonably withheld or delayed.
- c. No Violation of Laws. After execution of this Agreement by SELLER and up to the Close of Escrow, SELLER shall not violate, nor allow the violation of, any law, ordinance, rule, or regulation affecting the Property.
- d. Preservation of Easements and Other Rights. Prior to the Close of Escrow, SELLER shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.
- e. Taxes and Assessments. SELLER shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the Closing Date.
- f. Zoning. Prior to the Close of Escrow, SELLER shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without BUYER's prior written approval, and SELLER shall immediately provide BUYER with a copy of any written materials received by SELLER evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by BUYER.
- g. No Modification to Condition of Property. SELLER shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that BUYER executed this Agreement; and (iii) SELLER shall deliver possession of the Property to BUYER at the Close of Escrow in substantially the same condition that existed as of the date that BUYER executed this Agreement except for any remediation that SELLER agrees to do as in response to SELLER's due diligence.
- h. Notification to Buyer. SELLER shall promptly notify BUYER of any event or circumstance that could or would render any representation or warranty of SELLER under this Agreement untrue or misleading, or of any covenant of SELLER under this Agreement incapable or less likely of being performed; provided, however, that SELLER's foregoing obligation to provide notice to BUYER shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement.
- i. No Recordation of CCRs. SELLER shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.
- j. No Assessment Districts or Special Tax Districts. SELLER shall not assist with the formation, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

12. Additional Terms of Sale.

- a. Loss, Destruction and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction and condemnation:
- (1) If, before SELLER transfers legal title or possession of the Property, all or a material part of the Property is destroyed without fault of BUYER, or is taken by eminent domain by any governmental entity, BUYER shall be entitled to terminate its obligations under this Agreement by written notice to SELLER and SELLER shall not have the right to enforce against BUYER this Agreement. If BUYER does not elect to terminate this Agreement and the final order of condemnation has not been made, then BUYER shall, as applicable, either: (a) proceed to close as provided herein with the Purchase Price being reduced, as applicable, and in the case of any eminent domain proceedings, by the total of any awards or other proceeds received by SELLER as a result of such proceedings, or (b) proceed to close as provided herein with an assignment, as applicable, by SELLER of all of the SELLER's rights, title and interest in and to all such eminent domain awards and proceeds. SELLER will promptly notify BUYER in writing of any eminent domain proceedings affecting the Property.
  - (2) If, after SELLER transfers legal title of the Property to BUYER at the Close of Escrow, all or any part of the Property is destroyed without fault of SELLER, or is taken by eminent domain by any governmental entity, BUYER is not relieved from BUYER's obligation under this Agreement to pay the full price for the Property.
- b. Any title evidence, which may be desired by the BUYER, will be procured by BUYER. The SELLER will cooperate with the BUYER or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the Property involved, as it may have available. It is understood that the SELLER will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property except with respect to removing any liens or encumbrances.
- c. The SELLER shall convey to the BUYER by a grant deed, title to the real property as defined in Exhibit A. Subject to the provisions of the escrow instructions, yet to be prepared, the conveyance is subject to the Property vesting in STATE, free and clear of all liens, leases, reservations, encumbrances, assessments, easements, of record or otherwise, and of taxes, except:
- (1) Item [REDACTED] of [REDACTED] Preliminary Title Report No. 910076279 x59, dated June 21, 2010.
- d. Brokers. The BUYER has been represented by Bill Bacon with CB Richard Ellis and is the only agent in this transaction. BUYER agrees to and shall pay CB Richard Ellis any and all commissions or finder fees in connection with this transaction. SELLER represents and warrants that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement and that they know of no real estate broker or agent other than CB Richard Ellis who is entitled to a commission or finder's fee in connection with this transaction. Each PARTY shall



indemnify, protect, defend, and hold harmless the other PARTY against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent.

- e. Court's Continuing Occupancy of the Court Facility. After Close of Escrow, the PARTIES agree that the SELLER will continue to make the Court Facility available, and the COURT may continue to occupy and use the Court Facility for operation of the COURT until 30 days after issuance of a certificate of occupancy for the new courthouse, within which time the COURT will relocate its personnel and personal property from the Court Facility into the new courthouse. Such continuing COURT occupancy of the Court Facility under this section will be pursuant to the provisions of that certain JOA between the PARTIES with an Effective Date of December 16, 2008.
- f. Amendment of Joint Occupancy Agreement. Concurrently with the Close of Escrow, the PARTIES agree to amend the JOA and designate the BUYER as "Managing Party" of the Court Facility.
- g. Termination of Joint Occupancy Agreement. After Close of Escrow, the PARTIES shall enter into the Termination of Joint Occupancy Agreement, the form of which has been previously approved and attached to the JOA, to be effective 30 days after issuance of a certificate of occupancy for the new courthouse. The Parties anticipate that the certificate of occupancy for the new Courthouse will issue in approximately mid-2014. Thereafter, the PARTIES shall not be bound by the terms and provisions of the JOA, including those pertaining to responsibilities following property damage or property loss, notice requirements, shared cost allocations, insurance maintenance obligations, rights of first refusal, indemnification, and any obligations to provide parking as that term is defined in the JOA.
- h. Temporary Court Parking Area. The SELLER shall provide an area for temporary court-related parking to accommodate 104 cars (100 public spaces and 4 reserved) close to the secured entrance, ("Temporary Court Parking Area") as depicted in Exhibit "G" attached hereto, to be used by the BUYER, COURT, and visitors to the COURT. The BUYER shall have the right, to enter, occupy, and use the SELLER's above described real property pursuant to the lease, substantially in the form of Exhibit H, attached hereto.
- i. Staging Area. The SELLER shall provide a staging area for the BUYER on the SELLER's real property consisting of approximately one (1) acre in size contiguous to the Temporary Parking Area, as generally depicted on Exhibit "G" ("Staging Area"), for use as a secured area for storage of vehicles, supplies, and construction equipment for ready access and use at the construction site of the new courthouse. The BUYER shall have the right, to enter, occupy, and use the SELLER's above depicted real property pursuant to the lease, substantially in the form of Exhibit H, attached hereto.
- j. Removal and Reconfiguration of SELLER's IT Lines from Court Facility. After Close of Escrow, BUYER shall redirect, remove or abandon SELLER's IT lines within the Court Facility and provide the necessary reconfiguration of said lines for use by the existing Juvenile Hall facility located on SELLER's real property. SELLER's actions

with respect to the SELLER's IT lines within the Court Facility will not impair or disrupt the COURT IT system within the Court Facility.

- k. Construction of new Perimeter Security Wall. After Close of Escrow, and prior to demolition of the existing security wall located within the Property described in Exhibit A, BUYER shall construct, install and pay for a suitable perimeter security wall and necessary related security improvements for the SELLER's existing juvenile hall as required to replace the perimeter security fencing and security improvements removed from the Property described in Exhibit A. The replacement security fencing and security improvements will be consistent with the existing security improvements now in place within the Property as set out in Exhibit "I."
- l. Separate Utilities for Court Facility and Juvenile Hall Facility. The BUYER at its sole cost and expense shall separate and reinstall any and all utilities that are currently shared between the existing Court Facility and the SELLER's existing Juvenile Hall Facilities. SELLER will pay any and all cost associated with ensuring that both facilities will be separately served and metered by all existing utilities including water, gas, electric and sewer.
- m. Third Party Insurance Requirements. To the extent that the PARTIES contract with third parties (other than with each other) for any provision of any of the services, goods, or supplies as set forth in this section 12.j, 12.k and 12.l, then the PARTIES shall require that such third-party contractors, all levels of subcontractors, and their respective employees, consultants, and representatives: (a) obtain not less than the following:
  - (1) Workers' Compensation Insurance. The PARTIES must maintain and keep in force workers' compensation insurance or similar insurance for its employees who are employed in connection with the performance of the Parties' obligations under this Agreement. That insurance must comply with applicable State statutes and contain Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per person per accident. The insurance must also comply with all applicable federal and State withholding tax, Social Security, unemployment, and other Laws existing or enacted in the future for the benefit of, affecting, or respecting the employment of such employees of the PARTIES. The policy shall be endorsed to waive subrogation in favor of the PARTIES.
  - (2) Liability Insurance. The PARTIES must maintain and keep in force during the term of this Agreement comprehensive general liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The liability insurance may be issued in one or more policies by insurers acceptable to the PARTIES and shall include without limitation coverage for the following:

Bodily injury and property damage liability, including the products and completed operations hazard, resulting from the Parties' performance, pursuant to the terms of this Agreement; and

Bodily injury or property damage resulting from the PARTIES' assumption, if any, of its liabilities under any contract related to the Parties'

performance under this Agreement; and

Damages resulting from personal and advertising injury resulting from the Parties' performance, pursuant to the terms of this Agreement.

- (3) Automobile Liability. If vehicles are used in the performance of the obligations under this Agreement. Each PARTY must maintain and keep in force during the full performance of any of the obligations under this Agreement, automobile liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with respect to all owned, non-owned, hired or leased vehicles assigned to or used in connection with the Parties' performance, pursuant to the terms of this Agreement.

13. Access to Property. BUYER shall be provided with access to the Property and be entitled to undertake, at BUYER's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information, and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property and future plans for the immediate surrounding area in SELLER's possession or control, if any, upon not less than twenty-four (24) hours prior notice by BUYER to SELLER.
14. Indemnification. SELLER agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless STATE and its officers, employees and agents, from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, STATE relating to or arising from (i) the presence, use, handling, generation, storage, release or disposal of Hazardous Materials by SELLER or SELLER's lessee's, under or about the Property; (ii) the cost of any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans as a result of the presence, use, generation, storage, release, threatened release or disposal of Hazardous Materials on the Property prior to transfer of title thereto to STATE, whether or not such remedial action is required or necessary prior to or following transfer of title to Property to STATE; and (iii) the use on or before the Close of Escrow of the Property by any third party, including, without limitation, any invitee or licensee of SELLER, and (iv) the violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the transfer of title to the Property to STATE. For the purpose of this Paragraph, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic substances", "extremely hazardous waste" or "restricted hazardous waste" or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; and any substances regulated pursuant to any Environmental Law(s). The term

"Environmental Law(s)" means each and every applicable federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority pertaining to the protection of human health and safety or the environment.

This indemnity by SELLER herein contained shall survive the transfer of title to STATE in perpetuity. Any references to the STATE in this Paragraph 14 shall also include the Judicial Council of California and the Administrative Office of the Courts.

15. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in the manner provided in this Agreement, to the following persons:

Seller: County of Riverside  
Attn: Rob Field  
3403 Tenth Street, Suite 300  
Riverside, CA 92501  
Voice: 951-955-4860  
Fax: 951-955-9177

With a copy to: County of Riverside  
Attn: Vincent Yzaguirre  
3403 Tenth Street, Suite 500  
Riverside, California 92501  
Voice: 951-955-9011  
Fax: 951-955-4837

Buyer: Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Assistant Director, Real Estate  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 415-865-4040  
Facsimile: 415-865-8885  
E-mail: burt.hirschfeld@jud.ca.gov

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Director  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Telephone: 916-263-1493  
Facsimile: 916-263-2342  
E-mail: lee.willoughby@jud.ca.gov

16. Assignment. SELLER shall not assign its interest under this Agreement at any time prior to the Close of Escrow.

17. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.
18. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
19. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any provision of this Agreement.
20. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.
21. Amendments. This Agreement may not be modified or amended except in writing by the PARTIES.
22. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.
23. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.
24. Legislative Approval. Any obligation of the State created by or arising from this Agreement shall not impose a debt upon the State, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
25. Authorization, Approvals, Binding Nature. **This Agreement has no force and effect and is not binding on the State of California until and unless it is authorized by the SPWB at duly noticed public meeting.**
26. Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
27. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the

singular or plural number shall each be deemed to include the others whenever the context so requires.

28. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to STATE and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.
29. Further Action. Each party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.
30. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.
31. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

- Exhibit A: Property Description
- Exhibit B: Deed with attached Certificate of Acceptance
- Exhibit C: State Access Easement Description
- Exhibit D: State Access Easement Deed with attached Certificate of Acceptance
- Exhibit E: County Access Easement Description
- Exhibit F: County Access Easement Deed with attached Certificate of Acceptance
- Exhibit G: Depiction of Temporary Court Parking Area and Staging Area
- Exhibit H: Lease
- Exhibit I: Depiction of Security Wall/Specifications.

**[SIGNATURE PAGE FOLLOWS]**

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**IN WITNESS WHEREOF, the PARTIES have executed this Agreement.**

**SELLER/GRANTOR:**

**COUNTY OF RIVERSIDE**

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors  
Date: DEC 14 2010

**APPROVED AS TO FORM:**

Pamela J. Walls  
County Counsel

By: Synthia M. Gunzel  
Synthia M. Gunzel  
Deputy County Counsel

**ATTEST:**

**CLERK OF THE BOARD**  
Kecia Harper-Ihem

By: Kecia Harper-Ihem  
Deputy

**BUYER/STATE:**

**THE STATE OF CALIFORNIA, acting by and through  
THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS**

**APPROVED AS TO FORM:**  
Administrative Office of the Courts,  
Office of the General Counsel

By: \_\_\_\_\_  
Name: William C. Vickrey  
Title: Administrative Director of the Courts  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Leslie G. Miessner  
Title: Supervising Attorney, Real Estate Unit  
Date: \_\_\_\_\_

**AUTHORIZED:**

**STATE OF CALIFORNIA  
State Public Works Board**

By: \_\_\_\_\_  
Jerry Leong  
Assistant Administrative Secretary

Date: \_\_\_\_\_

## EXHIBIT "A"

### Property Description

#### PARCEL "A":

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the easterly line of said southwest quarter of the southeast quarter of Section 26, a distance of 357.32 feet, to the **Point of Beginning**;

Thence North 89 degrees 48 minutes 06 seconds West a distance of 58.45 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 64 degrees 51 minutes 56 seconds West a distance of 210.63 feet;

Thence South 25 degrees 11 minutes 40 seconds West a distance of 163.91;

Thence South 64 degrees 48 minutes 20 seconds East a distance of 17.81 feet;

Thence South 23 degrees 41 minutes 41 seconds West a distance of 117.28;

Thence North 25 degrees 09 minutes 01 seconds East a distance of 62.03 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 221.22 feet;

Thence South 00 degrees 50 minutes 40 seconds East a distance of 373.71 feet, to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence North 89 degrees 09 minutes 20 seconds East along said south line a distance of 613.06 feet, to the easterly line of said southwest quarter of the southeast quarter of Section 26;

Thence North 00 degrees 11 minutes 54 seconds East along said easterly line, a distance of 342.80 feet, to the **Point of Beginning**.

Said described parcel contains 4.64 gross acres and 4.18 net acres.



**EXHIBIT "B"**

*Grant Deed with a copy of the Certificate of Acceptance  
("Substantially in the form of")*

**WHEN RECORDED MAIL TO:**

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Attn: Assistant Director, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING  
FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND  
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE  
AND TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**Agency:** Judicial Council of California,  
Administrative Office of the Courts  
**Project:** New Riverside Juvenile/Family  
Courthouse  
**Project Parcel:** AOC: 33-C5, DGS: 10627

The **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), hereby  
**GRANTS** to the **STATE OF CALIFORNIA**, acting by and through the **JUDICIAL COUNCIL OF  
CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS**, the following described real  
property situated in the State of California, County of Riverside, City of Indio, described as follows:

See Attachment "A"  
consisting of one (1) page attached hereto  
and by this reference made a part hereof.

**GRANTOR:**

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

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

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**ATTACHMENT "A"**  
**LEGAL DESCRIPTION FOR THE LAND**

**PARCEL "A":**

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the easterly line of said southwest quarter of the southeast quarter of Section 26, a distance of 357.32 feet, to the **Point of Beginning**;

Thence North 89 degrees 48 minutes 06 seconds West a distance of 58.45 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 64 degrees 51 minutes 56 seconds West a distance of 210.63 feet;

Thence South 25 degrees 11 minutes 40 seconds West a distance of 163.91;

Thence South 64 degrees 48 minutes 20 seconds East a distance of 17.81 feet;

Thence South 23 degrees 41 minutes 41 seconds West a distance of 117.28;

Thence North 25 degrees 09 minutes 01 seconds East a distance of 62.03 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 221.22 feet;

Thence South 00 degrees 50 minutes 40 seconds East a distance of 373.71 feet, to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence North 89 degrees 09 minutes 20 seconds East along said south line a distance of 613.06 feet, to the easterly line of said southwest quarter of the southeast quarter of Section 26;

Thence North 00 degrees 11 minutes 54 seconds East along said easterly line, a distance of 342.80 feet, to the **Point of Beginning**.

Said described parcel contains 4.64 gross acres and 4.18 net acres.

**CERTIFICATE OF ACCEPTANCE**

**Agency:** Judicial Council of California,  
Administrative Office of the Courts  
**Project:** New Riverside Juvenile and Family Courthouse  
**DGS Parcel:** 10627  
**Assessor's Parcel No.:** 614-150-031-9

This is to certify that, pursuant to sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_ from the COUNTY OF RIVERSIDE, a political subdivision of the State of California, to the STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on \_\_\_\_\_. The Grantee consents to the recordation thereof by its duly authorized officer.

**Accepted**  
STATE OF CALIFORNIA  
STATE PUBLIC WORKS BOARD

By: \_\_\_\_\_  
Jerry Leong  
Assistant Administrative Secretary

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

**Consent**  
THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS

By: \_\_\_\_\_  
William C. Vickrey  
Administrative Director of the Courts

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

Approved as to form:  
ADMINISTRATIVE OFFICE OF THE COURTS,  
OFFICE OF THE GENERAL COUNSEL

By: \_\_\_\_\_  
Leslie G. Miessner  
Supervising Attorney, Real Estate Unit

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

## EXHIBIT "C"

### State Access Easement Description

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26:

Thence South 00 degrees 11 minutes 54 seconds West, along the east line of said southwest quarter of the southeast quarter of Section 26, a distance of 700.12 feet to the southeast corner of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence South 89 degrees 09 minutes 19 seconds West, along the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26, a distance of 58.46 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width) and the **Point of Beginning**;

Thence South 89 degrees 09 minutes 19 seconds West and continuing along said south line a distance of 554.60 feet;

Thence South 00 degrees 50 minutes 41 seconds East a distance of 33.00 feet;

Thence North 89 degrees 09 minutes 19 seconds East a distance of 381.66 feet to the beginning of a 300.00 foot radius curve, concave southwesterly;

Thence along said curve through a central angle of 13 degrees 48 minutes 28 seconds a distance of 72.30 feet;

Thence South 77 degrees 02 minutes 13 seconds East a distance of 4.65 feet to the beginning of a 250.00 foot radius curve, concave northeasterly;

Thence along said curve through a central angle of 13 degrees 48 minutes 28 seconds a distance of 60.25 feet;

Thence North 89 degrees 09 minutes 19 seconds East a distance of 36.27 feet to the westerly right-of-way line of Oasis Street (30' westerly half width);

Thence North 00 degrees 11 minutes 54 seconds East a distance of 50.01 feet to the **Point of Beginning**.

Containing 20.030 square feet more or less.

**Exhibit D**

**State Access Easement Deed with attached Certificate of Acceptance  
("Substantially in the form of")**

**WHEN RECORDED MAIL TO:**

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Attn: Assistant Director, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM  
RECORDING FEES PURSUANT TO GOVT. CODE  
SECTION 27383 AND DOCUMENTARY TRANSFER TAX  
PURSUANT TO REVENUE AND TAXATION CODE  
SECTION 11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT DEED**

Agency: Judicial Council of California,  
Administrative Office of the Courts  
Project: New Riverside Juvenile/Family Courthouse  
Project Parcel: AOC: 33-C5, DGS: 10627

The **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), hereby GRANTS to the **STATE OF CALIFORNIA**, acting by and through the **JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS**, the following described easement for ingress and egress purposes and all other uses appurtenant thereto, in, over under along, and across the real property located in the in the State of California, County of Riverside, City of Indio described as follows:

See Attachment "A"  
consisting of two (2) pages attached hereto  
and by this reference made a part hereof.

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 20\_\_

### Attachment "A"

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26:

Thence South 00 degrees 11 minutes 54 seconds West, along the east line of said southwest quarter of the southeast quarter of Section 26, a distance of 700.12 feet to the southeast corner of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence South 89 degrees 09 minutes 19 seconds West, along the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26, a distance of 58.46 feet, to the westerly right-of-way line of Oasis Street (30' westerly half width) and the **Point of Beginning**;

Thence South 89 degrees 09 minutes 19 seconds West and continuing along said south line a distance of 554.60 feet;

Thence South 00 degrees 50 minutes 41 seconds East a distance of 33.00 feet;

Thence North 89 degrees 09 minutes 19 seconds East a distance of 381.66 feet to the beginning of a 300.00 foot radius curve, concave southwesterly;

Thence along said curve through a central angle of 13 degrees 48 minutes 28 seconds a distance of 72.30 feet;

Thence South 77 degrees 02 minutes 13 seconds East a distance of 4.65 feet to the beginning of a 250.00 foot radius curve, concave northeasterly;

Thence along said curve through a central angle of 13 degrees 48 minutes 28 seconds a distance of 60.25 feet;

Thence North 89 degrees 09 minutes 19 seconds East a distance of 36.27 feet to the westerly right-of-way line of Oasis Street (30' westerly half width);

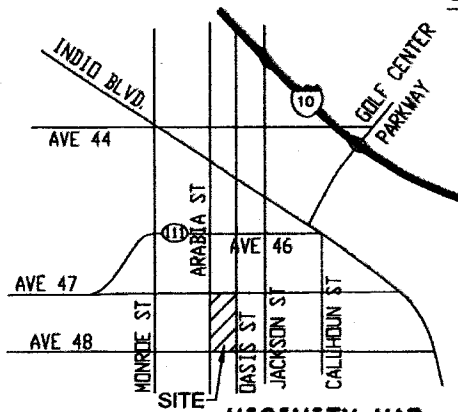
Thence North 00 degrees 11 minutes 54 seconds East a distance of 50.01 feet to the **Point of Beginning**.

Containing 20.030 square feet more or less.

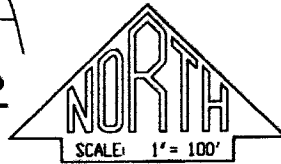
See Exhibit "B" attached hereto and by this reference made a part hereof.

# EXHIBIT "B"

SHEET 1 OF 1



**VICINITY MAP**  
NOT TO SCALE



P. D. C.  
N. E. CORNER OF THE S. W. 1/4  
OF THE S. E. 1/4 OF SEC. 26,  
T. 5 S., R. 7 E., S. B. B. M.

THE NORTH LINE OF THE S. W.  
1/4 OF THE S. E. 1/4 OF SEC.  
26, T. 5 S., R. 7 E., S. B. B. M.

PARCEL A  
PER DOC. NO.

THE EAST LINE OF THE  
S. W. 1/4 OF THE S. E.  
1/4 OF SEC. 26, T. 5 S.,  
R. 7 E., S. B. B. M.

THE SOUTH LINE OF THE NORTH  
700' OF THE S. W. 1/4 OF THE  
S. E. 1/4 OF SEC. 26, T. 5 S.,  
R. 7 E., S. B. B. M.

OASIS STREET

R/V PER TRACT NO.  
31473, MB 404/41-52

700.12'

342.80'

300' 11' 54" V

343.78'

357.32'

28.45'

15.55'

30'

50.01'

58.46'

APPROX. 629'  
TO AVENUE 48

P. D. B.

**LINE/CURVE DATA TABLE**

L/C	LENGTH	RADIUS	DELTA/BRG
L1	4.65'	-	S77° 02' 13" E
L2	36.27'	-	N89° 09' 19" E
C1	72.30'	300.00'	Δ=13° 48' 28"
C2	60.25'	250.00'	Δ=13° 48' 28"

**CERTIFICATE OF ACCEPTANCE**

**Agency:** Judicial Council of California,  
Administrative Office of the Courts  
**Project:** New Riverside Juvenile and Family Courthouse  
**DGS Parcel:** 10627  
**Assessor's Parcel No.:** 614-150-031-9

This is to certify that, pursuant to sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Easement Deed dated \_\_\_\_\_ from the COUNTY OF RIVERSIDE, a political subdivision of the State of California, to the STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to the approval action by said Board and duly adopted on \_\_\_\_\_. The Grantee consents to the recordation thereof by its duly authorized officer.

**Accepted**  
STATE OF CALIFORNIA  
STATE PUBLIC WORKS BOARD

By: \_\_\_\_\_  
Jerry Leong  
Assistant Administrative Secretary

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

**Consent**  
THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS

By: \_\_\_\_\_  
William C. Vickrey  
Administrative Director of the Courts

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

Approved as to form:  
ADMINISTRATIVE OFFICE OF THE COURTS  
OFFICE OF THE GENERAL COUNSEL

By: \_\_\_\_\_  
Leslie G. Miessner  
Supervising Attorney, Real Estate Unit

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



## EXHIBIT E

### County Access Easement Description

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the east line of said southwest quarter of the southeast quarter of Section 26, a distance of 700.12 feet to the southeast corner of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence South 89 degrees 09 minutes 19 seconds West, along the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26, a distance of 613.06 feet to the **Point of Beginning**;

Thence North 00 degrees 50 minutes 40 seconds West a distance of 373.71 feet;

Thence South 64 degrees 48 minutes 18 seconds East a distance of 221.22 feet;

Thence South 25 degrees 09 minutes 01 seconds West a distance of 25.00 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 149.17 feet to the beginning of a 20.00 foot radius curve, concave southeasterly;

Thence along said curve through a central angle of 116 degrees 02 minutes 22 seconds a distance of 40.51 feet;

Thence South 00 degrees 50 minutes 40 seconds East a distance of 301.64 feet to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence South 89 degrees 09 minutes 19 seconds West, along said south line a distance of 25.00 feet to the **Point of Beginning**.

Containing 14.108 feet more or less.

**EXHIBIT F**

**County Access Easement Deed with attached Certificate of Acceptance**

("Substantially in the form of")

**WHEN RECORDED MAIL TO:**

County of Riverside  
Attn: Rob Field  
3403 Tenth Street, Suite 300  
Riverside, CA 92501

OFFICIAL STATE BUSINESS – EXEMPT FROM  
RECORDING FEES PURSUANT TO GOV'T. CODE  
SECTION 27383 AND DOCUMENTARY TRANSFER TAX  
PURSUANT TO REVENUE AND TAXATION CODE SECTION  
11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EASEMENT DEED**

The **STATE OF CALIFORNIA**, acting by and through the **JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS**, hereby GRANTS to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, the following described easement for ingress and egress purposes and all other uses appurtenant thereto, in, over under along, and across the real property located in the in the State of California, County of Riverside, City of Indio described as follows:

See Exhibit "A"  
consisting of two (2) pages attached hereto  
and by this reference made a part hereof.

**GRANTOR:**

**STATE OF CALIFORNIA,**  
**acting by and through the**  
**JUDICIAL COUNCIL OF CALIFORNIA,**  
**ADMINISTRATIVE OFFICE OF THE COURTS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 20\_\_

## **Attachment "A"**

### **County Access Easement Description**

That portion of the southwest quarter of the southeast quarter of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, described as follows:

**Commencing** at the northeast corner of said southwest quarter of the southeast quarter of Section 26;

Thence South 00 degrees 11 minutes 54 seconds West, along the east line of said southwest quarter of the southeast quarter of Section 26, a distance of 700.12 feet to the southeast corner of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

Thence South 89 degrees 09 minutes 19 seconds West, along the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26, a distance of 613.06 feet to the **Point of Beginning**;

Thence North 00 degrees 50 minutes 40 seconds West a distance of 373.71 feet;

Thence South 64 degrees 48 minutes 18 seconds East a distance of 221.22 feet;

Thence South 25 degrees 09 minutes 01 seconds West a distance of 25.00 feet;

Thence North 64 degrees 48 minutes 18 seconds West a distance of 149.17 feet to the beginning of a 20.00 foot radius curve, concave southeasterly;

Thence along said curve through a central angle of 116 degrees 02 minutes 22 seconds a distance of 40.51 feet;

Thence South 00 degrees 50 minutes 40 seconds East a distance of 301.64 feet to the south line of the north 700 feet of the southwest quarter of the southeast quarter of said Section 26;

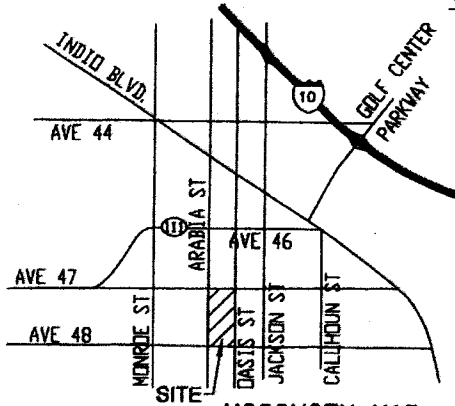
Thence South 89 degrees 09 minutes 19 seconds West, along said south line a distance of 25.00 feet to the **Point of Beginning**.

Containing 14.108 feet more or less.

See Exhibit "B" attached hereto and by this reference made a part hereof.

# EXHIBIT "B"

SHEET 1 OF 1



**VICINITY MAP**  
NOT TO SCALE



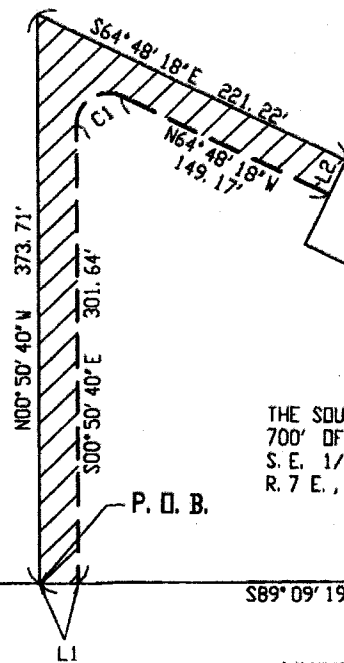
P. D. B.  
N. E. CORNER OF THE S. W. 1/4  
OF THE S. E. 1/4 OF SEC. 26,  
T. 5 S., R. 7 E., S. B. B. M.

THE NORTH LINE OF THE S. W.  
1/4 OF THE S. E. 1/4 OF SEC.  
26, T. 5 S., R. 7 E., S. B. B. M.

PARCEL A  
PER DDC. NO.

THE EAST LINE OF THE  
S. W. 1/4 OF THE S. E.  
1/4 OF SEC. 26, T. 5 S.,  
R. 7 E., S. B. B. M.

THE SOUTH LINE OF THE NORTH  
700' OF THE S. W. 1/4 OF THE  
S. E. 1/4 OF SEC. 26, T. 5 S.,  
R. 7 E., S. B. B. M.



**LINE/CURVE DATA TABLE**

L/C	LENGTH	RADIUS	DELTA/BRG
L1	25.00'	-	S89°09'19"W
L2	25.00'	-	S25°09'01"W
C1	40.51'	20.00'	Δ=116°02'22"

oasis street

R/W PER TRACT NO.  
31473, MB 404/41-52

APPROX. 629'  
TO AVENUE 48

CERTIFICATE OF ACCEPTANCE  
COUNTY OF RIVERSIDE

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from the STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, to the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors for the County of Riverside pursuant to authority conferred by resolution of the Board of Supervisors adopted on \_\_\_\_\_, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_



## Exhibit G

Depiction of Temporary Court Parking Area and Staging Area



**Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

---

**LEASE AGREEMENT**

---

1. **Parties.** This Lease ("Lease") dated \_\_\_\_\_, is made by and between the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts, (the "Lessee") and **County of Riverside**, a political subdivision of the State of California, (the "Lessor"). Lessee and Lessor will hereinafter be collectively referred to as the "**Parties**" or individually as a "**Party**."

2. **Property.** Lessor is the record owner of that certain real property ("Property") situated at 47<sup>th</sup> and Oasis Street, in the City of Indio, Riverside, California 92201, as more particularly described as Assessor's Parcel Number 614-150-031 and as depicted on Exhibit "A," and incorporated herein, which a portion of such real property has improvements thereon consisting of a buildings and grounds.

3. **Lease of Premises.** Lessor hereby leases to Lessee, and Lessee leases from Lessor, a portion of the grounds to be used as temporary court parking, staging area and access to grounds as depicted on Exhibit "B" and incorporated herein, under the terms of this Lease ("**Premises**").

4. **Term.** This Lease will be effective upon the date of its execution, but its term (the "**Initial Term**") will commence upon issuance of permits for the project ("**Commencement Date**") and expire at the end of 24 months. Thereafter, the term of this agreement shall be month to month, and either Party may terminate the agreement with thirty (30) days written notice ("**Renewal Term**").

5. **Rent.** Lessee shall pay to Lessor in advance the sum of One Hundred Thirty Nine Thousand, Three Hundred and Ninety Two Dollars (\$139,392.00) ("**Advanced Rent**"). The Advanced Rent represents twenty-four (24) months rent based on Five Thousand, Eight Hundred Eight Dollars (\$5,808.00) per month.

Thereafter, on the last day of each month, beginning on the first day of the first full month during the Renewal Term, Lessee shall pay the sum of Five Thousand, Eight Hundred Eight Dollars (\$5,808.00), per month.

6. **Use.** The Premises will be primarily used for temporary court parking and a staging area by the Court or any other legal use which is reasonably comparable thereto.

7. **Alterations.** Lessee will not make or allow any alterations, installations, additions, or improvements in or to the Premises (collectively, "**Alterations**") other than non-structural alterations within the Premises without Lessor's prior consent, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may make all necessary alterations, installations and improvements necessary to make the Premises suitable for use as a temporary court parking area and staging area. All alterations shall be subject to applicable law.

8. **Delivery of Premises.** On the Commencement Date, Lessor will deliver the Premises to Lessee free of hazards and debris. The Premises in this condition will be referred to as in "**Delivery Condition.**" If the Premises are in Delivery Condition prior to the Commencement Date, Lessee may occupy the Premises after its receipt of notice thereof from Lessor. Any such pre-Commencement Date occupancy will be under all the terms and conditions of this Lease and Lessee will pay any portion of one month's rent due for such occupancy at the end of the first full month during which such early occupancy began. If for any reason Lessor cannot deliver the Premises in Delivery Condition by the Commencement Date, Lessee will not be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until the Premises is in Delivery Condition and possession is delivered to Lessee. If such delay extends more than thirty (30) days after the Commencement Date, Lessee shall have a one-time right to cancel this Lease by giving written notice to Lessor within ten (10) days after the end of that thirty (30) day period in which event the parties will be discharged from all obligations hereunder. In the event of either pre-Commencement Date occupancy, or post-Commencement Date delivery, Lessee shall execute and deliver to Lessor a written acknowledgment of the date of Lessee's acceptance of the Premises and related adjustment in first month's rent, and any objection by Lessor to either the acceptance date or related rent adjustment must be made if at all within fifteen (15) days after delivery of the notice by Lessee to Lessor.

9. **Utilities.** Lessee will provide, or cause to be provided, and pay for all utility services, including, but not limited to, water, natural gas, electrical, refuse collection and sewer services, as may be required in the maintenance, operation and use of the Premises.

10. **Repairs and Maintenance.** Lessee will, at Lessee's sole expense, repair and maintain in good order and condition (reasonable wear and tear excepted) the non-structural portions of the Premises.

11. **Compliance with Laws.** Lessor warrants and represents that the Premises, the improvements in the Premises and the Property comply with all applicable Federal, State and local laws, regulations, ordinances, codes and orders including the Americans with Disabilities Act and similar State and local laws addressing accessibility by individuals with disabilities, regardless of the use to which Lessee will put the Premises.

12. **Real Property Taxes.** Lessor will, during the Initial Term and any Renewal Term, make payment of all real property taxes and general and special assessments that may become due and payable on the Property and the Premises which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalty.

**13. Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (defined herein) on, under, about or within the Property in violation of any law or regulation, except that Lessee may use quantities of common chemicals customarily used in the construction of a courthouse. Lessor represents, warrants and agrees that (a) neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (b) Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. As used in this Section, "**Hazardous Material**" will mean petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

**14. Indemnification.** Lessor agrees to indemnify, defend and hold the Lessee harmless from and against any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments (including reasonable attorneys' fees and costs) which arise out of the ownership of the Premises. Lessee agrees to indemnify, defend and hold harmless the Lessor, its agents, elected and appointed officers and employees from and against all liability, damages, attorney fees, costs, expenses, or losses of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including any Workers' Compensation suits, liability, or expense, arising from the Lessee's use of the Premises. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Lease.

**15. Insurance.** Without limiting or diminishing the Lessee's obligation to indemnify or hold the Lessor harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the Lessor herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the Lessor as Additional Insured. Policy's limit of liability shall not

be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Lessor as Additional Insureds.

D. General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(2) The Lessee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Lessor, and at the election of the County's Risk Manager, Lessee's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the Lessor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Lessee shall not commence operations until the Lessor has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested,*



*certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

(4) It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance, and the Lessor's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Lessor reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

(6) Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Lessor. Lessee is a public, governmental entity and shall have the right to self-insure with respect to any insurance requirements for this Agreement. Lessee shall maintain its self-insurance program in full force during the term, and shall provide proof of self-insurance. Lessor acknowledges and accepts that Lessee does not maintain commercial insurance coverage for property, general liability or motor vehicle claims, but instead self-insures. Lessor shall be treated as an additional insured as if an insurance policy has been issued.

(8) Lessee agrees to notify Lessor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**16. Damage and Destruction.** If the Premises are, in whole or in part, damaged or destroyed then: (a) if wholly damaged or destroyed so that all of the Premises are rendered unusable for the purpose intended herein then upon either party's election and notice to the other party, which notice must be delivered within thirty (30) days of such damage or destruction, this Lease shall then terminate and Lessee shall be liable for the rent only up to the time of such destruction and Lessee shall be entitled to be reimbursed that portion of the Advanced Rent that is in excess of the rent due at the time of destruction; but (b) if only partially damaged or destroyed and still usable for the purpose intended herein (or if neither party shall elect to terminate this Lease pursuant to (a) above), Lessor shall, within a reasonable time, repair the Premises with a proportional abatement of rent from the time of such destruction until the Premises are again as fully usable by Lessee as they were before such damage or destruction. If partially damaged or destroyed within

three (3) months prior to the expiration of the Initial Term, then Lessor or Lessee may elect to terminate this Lease and Lessee shall be liable for rent only up to the time of such damage or destruction. A decision as to whether destroyed Premises are still usable for the purpose intended shall be reasonably made jointly by the parties and, if they cannot agree, by a mediator reasonably acceptable to both parties. The Parties waive the provisions of California Civil Code sections 1932(2) and 1933(4).

**17. Eminent Domain.** If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Lessor or Lessee may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Lessor shall be entitled to all compensation that may be paid in connection with the taking except for any portion specifically awarded to Lessee for moving expenses, fixtures, or equipment.

**18. Default and Remedies.**

**18.1. Default.** After expiration of the applicable grace period, each of the following will constitute an event of default under this Lease:

(a) Lessee's failure to pay any amount in full when it is due under the Lease following fifteen (15) days written notice from Lessor to Lessee, provided, however, if Lessee is unable to pay any rent because of the State of California's failure to timely approve and adopt a State budget, no breach or event of default will be deemed to have occurred provided Lessee promptly pays any previously due and unpaid rent upon approval and adoption of the State budget.

(b) Lessee's failure to observe or perform any other provision of this Lease, or the breach of any of Lessee's representation or warranty hereunder, if such failure or breach continues for thirty (30) days after written notice from Lessor of the failure or breach specifying in reasonably sufficient detail the nature of the failure or breach; but if the default is such that it is capable of being cured, but cannot be completely cured within the thirty (30) day period, Lessee will not have defaulted if Lessee begins to cure within the thirty (30) day period and diligently performs the cure to completion.

(c) Lessor's failure to comply with any term, condition or covenant of this Lease will constitute an event of default by Lessor under the Lease if the failure continues for thirty (30) days after the giving of written notice thereof by Lessee to Lessor. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform will constitute an event of default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and diligently performs the cure to completion.

**18.2. Lessor's Remedies.** Upon the occurrence of an event of default by Lessee, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, will have the right to terminate this Lease by giving Lessee written notice thereof and to recover from Lessee the aggregate sum of (a) any unpaid rent due the time of such termination, (b) the unpaid rent

which would have been earned after termination until the time of an award which exceeds the amount of such rental loss Lessee proves could have been reasonably avoided, and (c) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Lessor shall not under any circumstance have the right to accelerate any rent that falls due in future rental periods or otherwise declare any rent not then in default to be immediately due and payable.

**18.3. Lessee's Remedies.** Upon the occurrence of an event of default by Lessor, Lessee, in addition to any other rights or remedies available to Lessee at law or in equity, will have the right to elect to terminate the Lease, or to cure any default by Lessor following the thirty (30) day notice and cure period and to deduct the cost of such cure from rent due hereunder upon presentation of an accounting of such costs to Lessor.

**19. Quiet Enjoyment.** Lessor represents and warrants that Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that Lessee, upon the faithful performance of all of the terms, conditions and obligations of Lessee contained in this Lease, will peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof.

**20. Surrender.** Lessee will, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to Lessor the Premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted.

**21. Authority.** If Lessor is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Lease and that this Lease is binding upon said corporation and/or partnership or individual.

**22. Holding Over.** Any holding over by Lessee after the expiration of the Initial Term (if not extended) or the last Renewal Term exercised will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease.

**23. Notices.** Every notice required by this Lease shall be delivered either by (i) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (ii) postage prepaid return receipt requested certified mail addressed to the Party for whom intended at the addresses given below. A Party may change its address by written notice to the other Party.

If to Lessor: Riverside County Economic Development Agency  
Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
Telephone: 951-955-4860

If to Lessee: Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Portfolio Administration Analyst  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 818-558-1245  
Fax: 415-865-8885

With a copy to: Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Manager, Real Estate  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 415-865-4048  
Fax: 415-865-8885

In addition, all notices relating to termination of the Lease or an alleged breach or default by Lessee must also be sent to:

Administrative Office of the Courts  
Attention: Senior Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Telephone: 415-865-4090  
Fax: 415-865-4326

All notices and correspondence to Lessee must reference the address of the Premises and the name of the entity occupying the Premises.

#### **24. Miscellaneous.**

**24.1. Waivers; Amendments.** Any waiver of any right under this Lease must be in writing and signed by the waiving party. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

**24.2. Binding on Successors.** The terms and conditions herein contained will apply to

and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

**24.3. Entire Lease; Severability.** This Lease is the entire understanding between the parties relating to the subjects it covers. Any agreement or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are void. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

**24.4. Governing Law.** This Lease will be governed and construed in accordance with the laws of the State of California.

**24.5. Attorneys' Fees.** The prevailing party in any litigation or mediation brought to enforce this Lease will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or mediation from the other party.

**[SIGNATURE TO IMMEDIATELY FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease at the place and/or the dates specified below their respective signature.

**APPROVED AS TO FORM:**  
Administrative Office of the Courts,  
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

By: \_\_\_\_\_  
Name: Rachel Dragolovich  
Title: Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Grant Walker  
Title: Senior Manager, Business Services  
Date: \_\_\_\_\_

**ATTEST:**  
Kecia Harper-Ihem  
Clerk of the Board

**COUNTY OF RIVERSIDE**

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

By: \_\_\_\_\_  
Name: Marion Ashley, Chairman  
Title: Board of Supervisors  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

By: \_\_\_\_\_  
Synthia M. Gunzel  
Deputy County Counsel



## Exhibit A



# EXHIBIT "B"



## Exhibit I

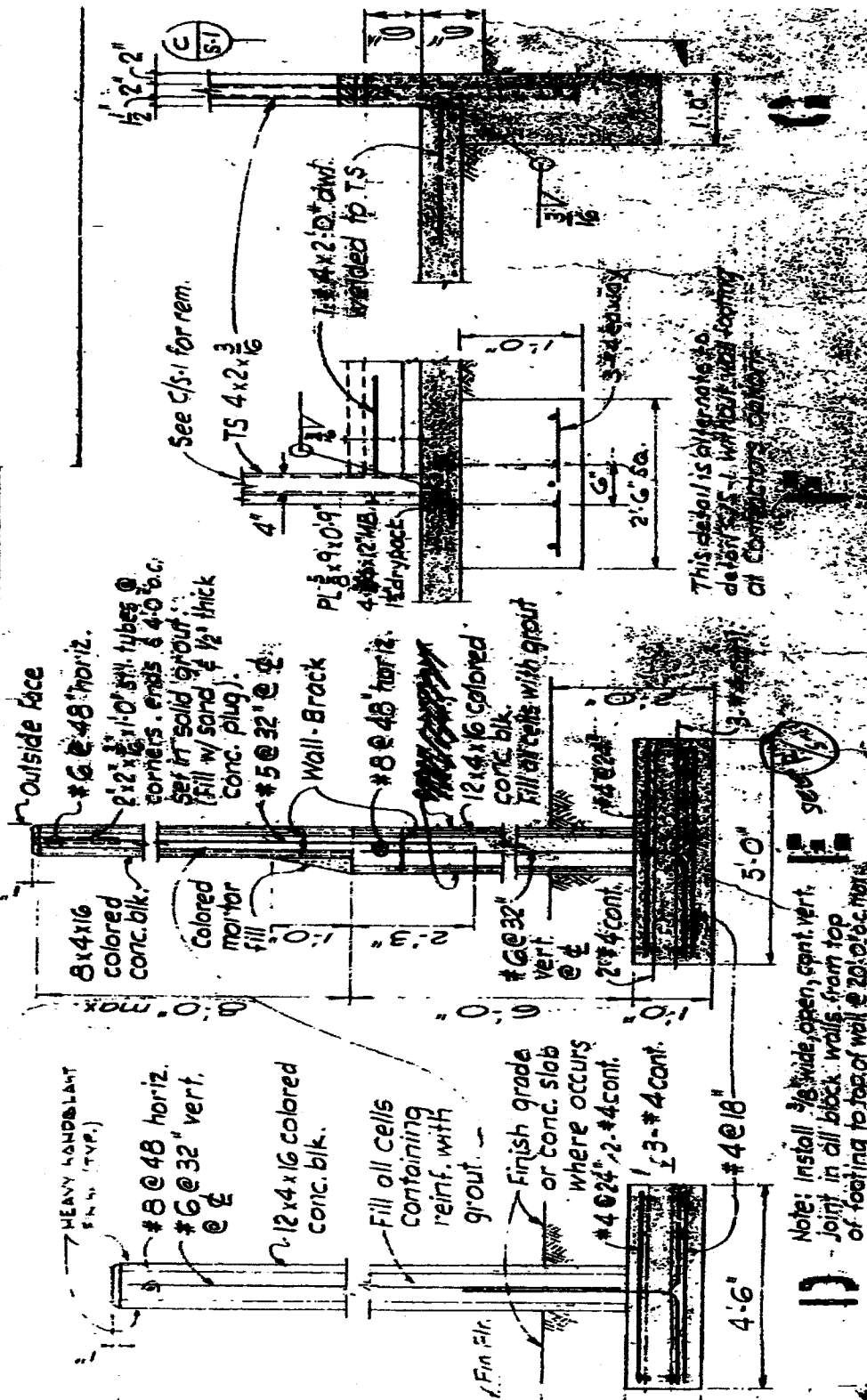
### Depiction of Security Wall/Specifications



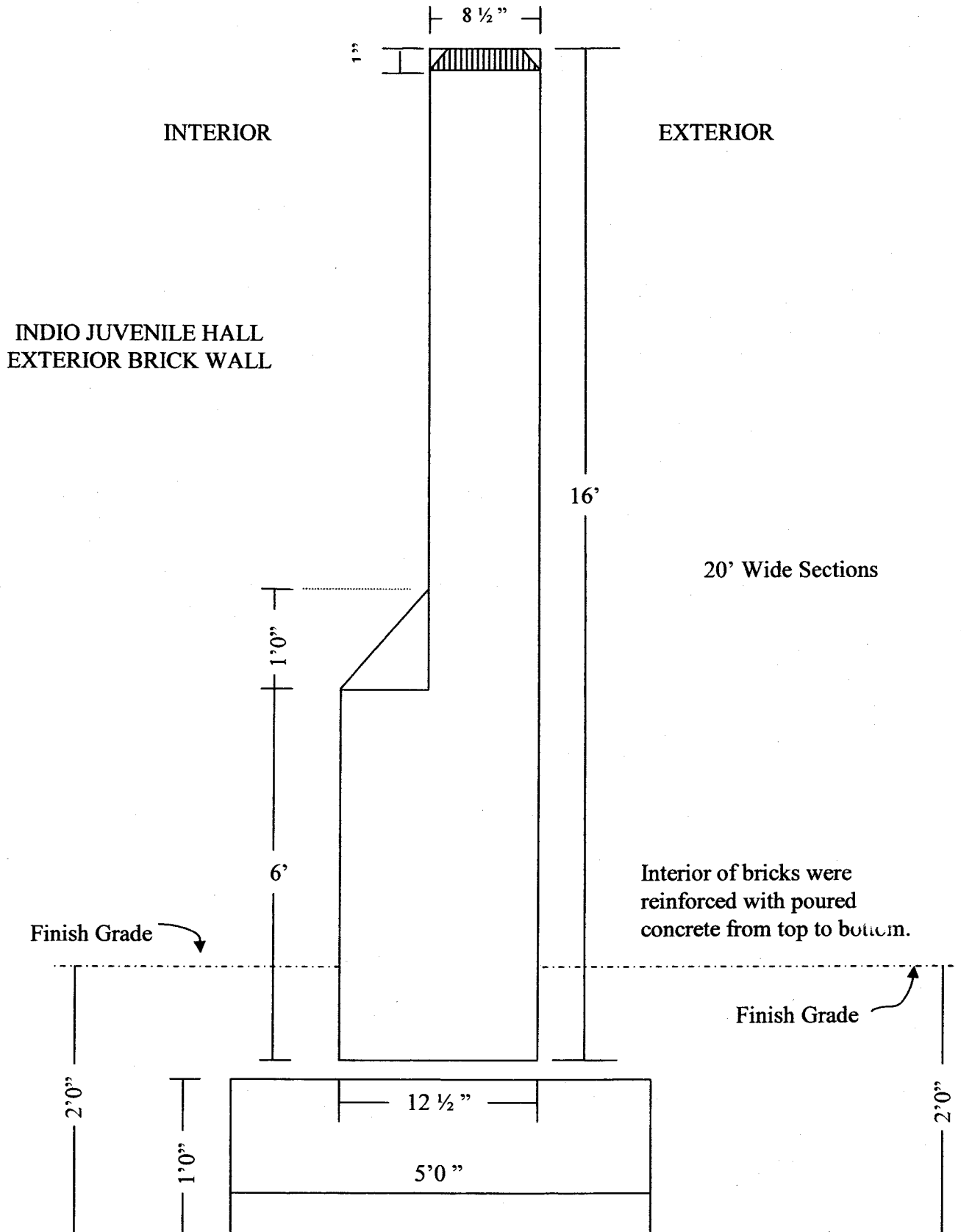
- Wall to be Demolished
- Security Wall to be Constructed

# SECURITY WALL SPECIFICATIONS

## TYPICAL CONC. BLOCK WALL DETAILS



## SECURITY WALL SPECIFICATIONS



**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY**



**MEMORANDUM**

**DATE:** July 22, 2011

**TO:** Sandy Schlemmer, Senior Board Assistant  
Clerk of the Board

**FROM:** Sue Anna Schatz, Real Property Coordinator  
Economic Development Agency  
Real Estate Division

**RE:** Original Documents for: State of California  
Item No. 3.30  
Agenda Date December 14, 2010

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For your records are the original documents for the above mentioned Item No. If you have any questions you can notify me by e-mail [sschatz@rc-facilities.org](mailto:sschatz@rc-facilities.org) or (951) 955-4817. Thank you

**SS:**  
**Attachment:** Recorded Grant Deed  
Title Policy

**cc:** File Copy- 159FM/14505

2011 JUL 25 PM 10:20

2011-7-108721



RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2011 JUL 25 AM 10:58